

DAVID N. CICHILIN
Mayor

THOMAS M. BRADY
Superintendent



Providence Public School District
Finance Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456-9435
fax 401.456-9252

July 12, 2010

Mr. Bill Roche
Regional Operations Manager
First Student
327 Market Street
Warren, Rhode Island 02885

Dear Mr. Roche:

I sincerely appreciate your efforts to reduce your pricing as outlined in your letter dated May 13, 2010. Unfortunately, because of purchasing guidelines and regulations, the district cannot extend your current contract past the 2012 school year in order to take advantage of "Option #2". The district can, however, request approval by the Board of Contract & Supply for a two-year extension and take advantage of the three-percent (3.0%) annual increases you outline under "Opportunity #1".

In addition to the one-percent (1.0%) reduction in the annual increases for school years 2011 and 2012, it would be very helpful to the district if we could have a payment plan where only eleven monthly payments are scheduled for the 2011 school year, so thirteen payments will be made during the 2012 year. That additional payment would be made during the first quarter of 2012, not at the end of the year. Thus, the financial impact will be minimal for First Student.

Finally, I would like to confirm that a reduction in the number of busses required by the district under this contract is acceptable and that there is not a penalty or any other type charge for such reductions.

Thanks again for your assistance during these difficult financial times. I am hopeful you can continue to work with us and agree to the payment schedule described above. Please get back to me at your earliest convenience.

Sincerely

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.".

Matthew M. Clarkin, Jr.
Chief Financial Officer

Cc: Carleton Jones, Chief Operating Officer

**AMENDMENT TO AND EXTENSION OF THE STUDENT TRANSPORTATION AGREEMENT
BETWEEN THE CITY OF PROVIDENCE AND FIRST STUDENT, INC.**

THIS AMENDMENT ("Amendment") is made by and entered into as of the _____ day of _____, 2010 by and between The City of Providence, with its District Office at 797 Westminster Street, Providence, RI, 02903, hereinafter called "DISTRICT", and FIRST STUDENT, INC. with its local operating address as 327 Market Street, Warren, RI 02885, and its national headquarters as 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202, hereinafter called "CONTRACTOR" and collectively called "Parties".

WHEREAS, the parties entered into that certain Student Transportation Agreement dated May 29, 2007 (hereinafter "Agreement"); and Contractor has performed such services in accordance with the District's bid specifications and the Contractor's proposal, including deviations; and

WHEREAS, the parties desire to extend the term thereof and to amend certain provisions thereof;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of the Agreement shall extend for two (2) additional years commencing September 1, 2010 and continuing through August 31, 2012. All terms and conditions will remain the same except for applicable compensation adjustments described in this Amendment and Exhibit "A".
2. **COMPENSATION.** Commencing September 1, 2010, the rates of compensation payable hereunder and continuing through August 31, 2012 shall be set forth in Exhibit "A" and are based on current number of routes.
3. **NOTICE TO PARTIES**

All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to DISTRICT shall be addressed to:

Matthew Clarkin, Jr.
CFO
Providence Public School District
797 Westminster Street
Providence, Rhode Island 02903

Notices to CONTRACTOR shall be addressed to:

Bill Roche
Regional Operations Manager
First Student, Inc.
327 Market Street
Warren, Rhode Island 02855

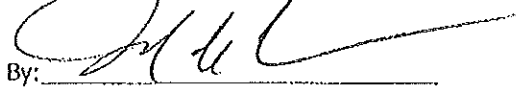
With a copy to:

General Counsel
Firstgroup America, Inc.
600 Vine Street
Suite 1400
Cincinnati, Ohio 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

PROVIDENCE PUBLIC SCHOOL DISTRICT

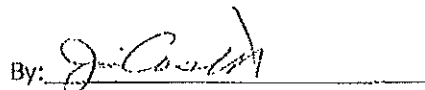
By: 

Title: Mayor

ATTEST:

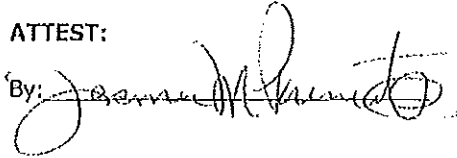
By: _____

FIRST STUDENT, INC.

By: 

Title: Sr. Vice Pres. _____

ATTEST:

By: 

**EXHIBIT A
PROVIDENCE PUBLIC SCHOOL DISTRICT**

Service type	Rates*	Rates*
	2010—2011	2011—2012
	\$10,647,772	\$10,967,205
All Applicable Rates	3% Increase	3% Increase
	Over the 2009-10 rates	Over the 2010-11 rates
[indicate service type, if desired]	[\$ payment]	[\$ payment]

All other terms and conditions of the original bid apply

*District's payment plan will be scheduled into eleven monthly payments for the 2010 - 2011 school year. There will be thirteen (13) payments made by the District during the 2011 - 2012 school year. The additional payment is to be made during the first quarter of 2012.

THIS AGREEMENT

Made as of the _____ day of _____, 2007, by and between the **CITY OF PROVIDENCE**, a municipal corporation created by the General Assembly of the State of Rhode Island, in the County of Providence, in said State, party of the first part; and **FIRST STUDENT, INC.**, a corporation authorized to do business in the State of Rhode Island, of 3 Ritcom Way, Providence, Rhode Island 02908, party of the second part.

WITNESSETH, that the party of the second part, in consideration of the promises and agreements herein mutually entered into, doth for itself and for its Executors, Administrators, Successors and Assigns, promise and agree to and with the said City, that it, the said party of the second part shall and will in a good and workmanlike manner, and to the satisfaction of the Superintendent of the School Department for the City of Providence, to be expressed in writing by said officer, at its own proper cost and expense, do and perform all the work, and furnish all the materials which may be required for the said Superintendent of the School Department for the City of Providence, in accordance with the Contract Documents, as hereinafter defined, hereto annexed and made a part hereon, in an amount not to exceed **Eight Million Two Hundred Seventy Thousand Six Hundred Four Dollars (\$8,270,604.00)** for year one; **Eight Million Five Hundred Ten Thousand Two Hundred Seventy Dollars (\$8,510,270.00)** for year two; **Eight Million Seven Hundred Fifty-Seven Thousand Three Hundred Sixty-Five Dollars (\$8,757,365.00)**, or a total amount not to exceed **Twenty Five Million Five Hundred Thirty-Eight Thousand Two Hundred and Thirty-Nine Dollars (\$25,538,239.00)** which will be received and payable as follows:

Payment will be made according to monthly invoicing for work completed in the previous month and, upon presentation of the writing aforesaid, expressing satisfaction with the said work done and materials furnished.

That said party of the second part, its Executors, Administrators, Successors and Assigns, shall and will hold said City harmless, saved and indemnified from and against all loss, cost, damage and expense on account of all mechanics' liens, and all other liens, and also on account of any and all other lawful claims and demands for work done or materials furnished for doing said work.

And, also, that all work to be done under this contract on the part of said party of the second part shall be fully completed and performed as follows:

Contract is for a three-year period of time, commencing on September 1, 2007 with a completion date on or about August 31, 2010 with two one-year options that could extend the contract to August 31, 2012 or as agreed upon by both parties.

That said party of the second part, its Executors, Administrators, Successors and Assigns, acknowledge, understand and agree to do and perform the obligations enumerated under this contract and all the work, and furnish all the materials required hereunder, subject to the provision of Section 1006 (d) of the Providence Home Rule Charter of 1980, which provides that this Contract or any purchase order for payment on this Contract shall be void and of no effect, if contrary to the provisions of said Charter, or the rules or regulations made thereunder, and further, that the City shall have no obligation hereunder unless there is compliance with Sections 813 (b) (3) and 1007 (c) (2) of said Charter, which provides that prior to entering into any Contract or delivering any purchase order, the Board of Contract and Supply and the City Controller,

respectively, shall each have ascertained that there exists a sufficient unexpended and unencumbered balance in funds appropriated and allotted to meet the obligation of the City thereunder.

The said party of the second part, its Executors, Administrators, Successors and Assigns, further acknowledge, understands and agrees that all City Contracts for purchase of materials, supplies, services, equipment and property, which include a cost per unit shall also include a maximum cost for the Contract, and such maximum cost shall be used by the Board of Contract and Supply and the City Controller for compliance with Sections 813 (b) (3) and 1007 (c) (2) of the Providence Home Rule Charter of 1980.

And said City, party of the first part, said party of the second part well and faithfully performing said contract in all its part, and satisfying said City that no liens or other claims for labor done or material furnished in the aforesaid work exist, will pay therefor the aforesaid sum, to be in full satisfaction of all claims and demands therefor, and which sum will be paid in the manner aforesaid.

And it is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Board of Contract and Supply of said CITY OF PROVIDENCE.

In addition to this document, the additional Contract Documents, which shall constitute this Contract, shall include the following:

-
- (a) Exhibit I, Scope of Work – RFP;
 - (b) Exhibit II, Bid Proposal;
 - (c) Vote of Board of Contract and Supply.

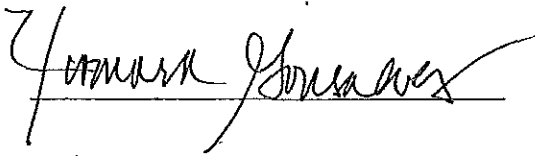
Said additional documents shall be interpreted in the order of priority cited above.


The most recently executed addendum shall have the greatest priority.

IN WITNESS WHEREOF, the parties hereto have signed and executed these presents, the CITY OF PROVIDENCE, by DAVID N. CICILLINE, the Mayor thereof, hereunto duly authorized, at said Providence, Rhode Island, on the day and year first above written.

SIGNED IN THE PRESENCE OF:

CITY OF PROVIDENCE

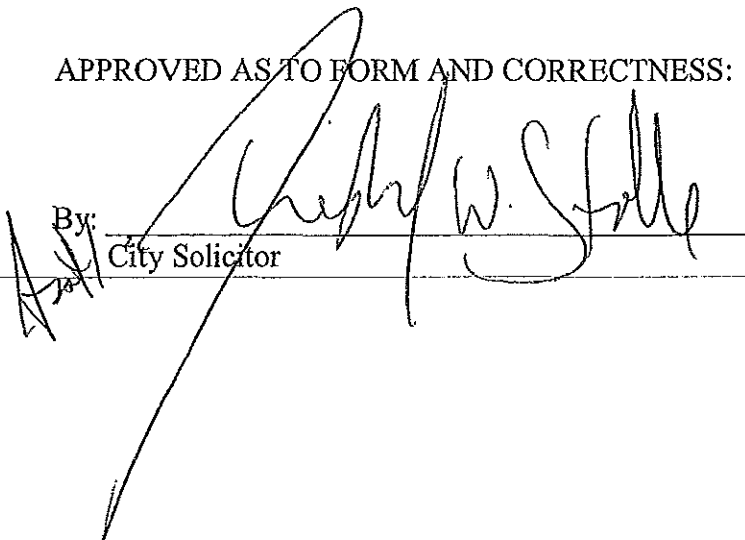


By: 
David N. Cicilline
(Mayor)

FIRST STUDENT, INC.

By: _____
Print: _____
Title: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: 
City Solicitor

**CITY OF PROVIDENCE
STATE OF RHODE ISLAND**

**Board of Contract and Supply
Terms and Requirements for Bidding**

Item Description:	STUDENT TRANSPORTATION
	Providence School Dept/Transportation
To be Opened:	February 20, 2007

Bids may be submitted up to 2:00 P.M. on the above meeting date at the DEPARTMENT OF THE CITY CLERK, Room 311, City Hall, At 215 P.M., all bids will be publicly opened and read at the Board of Contract and Supply Meeting, City Council Chambers, third floor, City Hall, Providence, RI.

INSTRUCTIONS

1. Vendors must submit sealed bids in the bid envelope provided for in an envelope clearly labeled with the above captioned item or work. The bid envelope and information relative to the bid must be addressed to the Board of Contract and Supply, Department of City Clerk, City Hall, Providence, RI 02903. Communications to the Board of Contract and Supply that are not competitive sealed bids (a product information/samples) should have "NOT A BID" written on the envelope or wrapper.
2. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Bidder's responses must be in ink or typewritten and all blanks on the bid form should be completed.
4. The price, or prices, proposed should be stated both in **WRITING** and in **FIGURES** and any proposal not so stated may be rejected.
5. Bids **SHOULD BE TOTALLED**. Do not group items, price each item individually. Awards may be made on the basis of **total bid** or by **individual items**.
6. Each bidder is required to state in his proposal his full name and place of residence, and must state the names of all persons or firms with whom he is submitting a joint bid. All bids **SHOULD BE SIGNED IN INK**.

**CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY**

NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest responsible bidder who submits bid.
2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, 7-1.1-106.
4. The Board of Contract and Supply reserves the right to reject any and all bid(s).
5. In determining the lowest responsible bidder, cash discounts for payment less than thirty (30) days will not be considered.
6. Where prices are the same the Board of Contract and Supply reserves the right to award to one bidder or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Department of the City Clerk, City Hall, Providence. Telephone or written requests for the above will not be honored.
8. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign either legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the City Purchasing Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance may be required of a successful vendor.
13. Bids may be submitted on an "equal" in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and
14. For contracts involving construction, alteration and/or repair work, the provisions of State labor Laws concerning payment of prevailing wage rates apply (See R.I. General Laws Sec. 37-13-1 et seq. as amended).
15. No goods should be delivered or work started without a Purchase Order.
16. Please submit one original and three copies of your bid to the City Clerk.

Purchasing Department

City Hall, Room 305

Providence RI 02903

(401) 421-7740 ext 261

751-0203 (TDD)

**CITY OF PROVIDENCE
STATE OF RHODE ISLAND
BOARD OF CONTRACT AND SUPPLY**

CONSTRUCTION AND SERVICE BID TERMS

1. The Board of Contract and Supply will not consider any bid unless it is accompanied by a **CERTIFIED CHECK** for **\$750,000.00** to be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder; OR
2. The Board of Contract and Supply will not consider any bid not accompanied by a bid bond in the amount of **\$7,500,000.00** per centum (%) of the proposed total price, to be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and in default thereof, the amount of such check or bid bond shall be retained for the use of the City as liquidated damages on account of such default.
3. A performance and payment bond with a satisfactory surety company will be posted by the successful bidder in a sum equal to one hundred per centum (100%) of the amount of the awarded contract. Required X Not Required
4. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Board of Contract and Supply.
5. Awards will be made within sixty (60) days of bid opening. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
6. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
7. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
8. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Chapter 29, Section 1, et seq. (R.I.G.L.). If the successful bidder is exempt from compliance under the Worker's Compensation Act, an officer of the successful bidder shall so state by way of sworn Affidavit which shall accompany the signed contract.
9. The successful bidder shall prior to commencing performance under the contract attach and submit a certificate of insurance, in a form and in the amount satisfactory to the City by which the successful bidder will indemnify and hold harmless the City during the term of the contract from and against all loss or damages arising from the performance under the contract including all claims for personal injury or damages to property sustained by third persons, or their agents, servants and/or those claimed under them.

Purchasing Department

City Hall, Room 305

Providence RI 02903

(401) 421-7740 ext 261

751-0203 (TDD)

PURSUANT TO R.I.G.L. 37-13-9, ATTACHED ARE COPIES OF R.I.G.L. 37-13-5, 37-13-6 AND 37-13-7. SAID ATTACHMENT OF THESE SECTIONS DOES NOT LIMIT ANY RESPONSIBILITY UNDER R.I.G.L. 37-13-1, et seq.

37-13-5. Payment for trucking or materials furnished—withholding of sums due.—A contractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of such contract or subcontractor, in connection with the public works being performed by him, within ninety (90) days after such obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work,

37-13-6 Ascertainment of prevailing rate of wages and other payments—Specification of rate in call for bids and in contract.—Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract for the public works, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation, apprentice training and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract or work.

37-13-7. Specification in contract of amount and frequency of payment of wages.—(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works off the state of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and such employees and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary to pay to such employees employed by the contractor or any subcontractor on the work the

difference between the rates of wages required by the contract to be paid said employees on the work and the rates of wages received by such employment and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages," and "prevailing wages" shall include:

(1) the basic hourly rate of pay; and

(2) the amount of:

(A) the rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any such benefits: Provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in paragraph (2)(A), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in paragraph (2)(B), or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in paragraph (1) plus the amount referred to in paragraph (2).

(C) The term "employees," as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs and laborers engaged in the transportation of gravel or fill to the site of public works or the removal of gravel or fill from the site of public works or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of such employees shall be subject to provisions of (a) and (b) of this section.

PROVIDENCE PUBLIC SCHOOLS
SPECIFICATIONS AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION

Proposals to be opened:

AT: 2:00 P.M.
DATE: February 20, 2007
PLACE: Board of Contract and Supply
Department of the City Clerk
City of Providence
Room 311, City Hall
Providence, RI 02903

Proposer Information

Legal Name of Proposer Company: FIRST STUDENT, INC.

Company Representative Name and Title: JIM CASTELLI

SENIOR VICE PRESIDENT

Legal Address: 705 CENTRAL AVE.

City CINN. State OH Zip 45202

Telephone (513) 241-2200 Fax (513) 684-1685

Email: JIM.CASTELLI@FS.FIRSTGROUPAMERICA.COM

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity: FIRST STUDENT, INC. IS A CORPORATION

Corporate Seal

Name of individual legally authorized to bind the Proposer to a contract (Please print or type):

JIM CASTELLI

Signature of same individual stipulated directly above:

Jim Castelli

Date: 1/31/07

Jc
Proposer's Initials

PROVIDENCE PUBLIC SCHOOLS
797 WESTMINSTER STREET
PROVIDENCE, RI 02903-4045

NOTICE TO PROPOSERS

The Providence School Board of the Providence Public Schools of Providence, Rhode Island, hereby invites the submission of sealed proposals from reputable and qualified bus transportation companies for furnishing student transportation services in the Providence Public School beginning September 1, 2007. Forms for proposal, certification, conditions, and specifications may be obtained at the City of Providence, Central Purchasing Department, City Hall, Room 305, Providence, Rhode Island, 02903.

Any deviations from these conditions or specifications must be listed on a separate sheet attached to the proposer's detailed conditions and specifications and referred to separately in the proposals. In all cases not indicated by Proposers as a deviation, it is understood that the conditions and specifications of the Providence Public School District shall apply. Proposals will be received until 2:00 p.m. on February 20, 2007 at the Board of Contract and Supply, Department of the City Clerk, Room 311, City Hall, Providence, Rhode Island at which time and place all proposals will be publicly opened. A pre-proposal conference will be held on February 1, 2007 at 9:30 a.m. at the Providence Schools, Board Room "C", 3RD floor, 797 Westminister Street, Providence, Rhode Island.

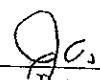
Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the School District Business Office that the proposal has been withdrawn.

The Providence School Board reserves the right to consider cost, experience, service, and reputation in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Proposer, in considering proposals and awarding the contracts. The Board reserves the right to reject any or all proposals, to discuss operating options with one or more Proposers, or to enter into such other discussions or negotiations as the District deems to be in their best interests.

The contract period will be for 3 years with 2 one-year options available at the sole discretion of the District. The District is requesting proposals for a contract to provide private/parochial, special education, home-to-school public school transportation, and extra-curricular services.

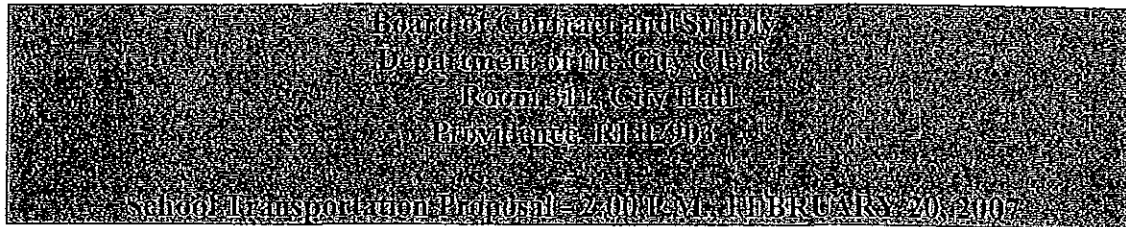
Proposer shall be required to furnish, at their own expense, a bid bond or certified check in the amount of 10 percent (10%) of the proposed total annual first year price of the contract. A performance and payment bond in sum equal to 100% of the annual amount of the contract awarded is also required.

PROVIDENCE SCHOOL BOARD
PROVIDENCE PUBLIC SCHOOLS

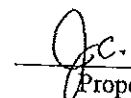

Proposer's Initials

INSTRUCTIONS TO PROPOSERS

- Inspect carefully all general and special provisions of this document.
- Provide all information requested, and complete the "Proposal Certification" and the "Form of Proposal". Be sure to sign in all required places, and initial each page where indicated. If no proposal is being submitted on one or more of the requested categories, please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a proposal amount or "no bid" designation. The prices proposed must be stated in both writing and figures, and any amount not so stated may be rejected.
- Submit one (1) original and ten (10) copies of the proposal, including this complete bound document without removing any sheets. The proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted to the District pursuant to this Proposal, with the exception of any financial deposits or checks, become the property of the District and will not be returned to the Proposer.
- A pre-proposal conference for all interested proposers will be held on February 1, 2007 at 9:30 a.m. in Board Room "C", Providence Schools, 797 Westminster Street, 3rd Floor, Providence, Rhode Island 02903.
- Proposals must be presented in an opaque sealed envelope or box. If multiple envelopes or boxes are being submitted, they must be consecutively numbered (i.e. 1 of 2, 2 of 2). Submissions must be addressed as follows:



- Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the proposer provides written notice to the School District Business Office that the proposal has been withdrawn.
- Proposer must furnish, at its own expense and with the proposal, a proposal bond or certified check in the amount of ten percent (10%) of the proposed total annual first year price of the contract. Proof of the ability to furnish a 100% performance bond must also be submitted with the Proposal.
- Proposals will be received until 2:00 p.m., February 20, 2007, at the Board of Contract and Supply, Department of the City Clerk, Room 311, City Hall, Providence, Rhode Island, 02903 at which time and place all proposals will be publicly opened.
- Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the proposal. It is the proposer's responsibility to ensure that all requested information is supplied with the initial proposal. The District will reject any late submissions, and the District is not responsible for notifying the proposer of any missing elements of the proposal.


Proposer's Initials

PROPOSER'S CHECK LIST

The following checklist is provided for the convenience of the Proposers and is not a part of the contract documents. Each Proposer is encouraged to insure their complete compliance with all requirements of these documents. Compliance with the Request for Proposal requirements is the sole responsibility of the Proposer. Note that one (1) original and three (3) complete sets of the Proposal must be submitted.

- ☐ Proposal Bond or Certified Check for 10% of the annual contract
- ☐ Proof of Bondability for Performance Bond
- ☐ Letter From the Insurance Company Guaranteeing Appropriate Coverages
- ☐ Reference List or Evidence Demonstrating An Ability to Perform Required Services, including staffing information at each location pursuant to Section II. 10.
- ☐ Descriptive information on Proposer's ability to provide acceptable transportation maintenance, office and parking facilities within the City of Providence
- ☐ Detail on Proposer's programs and efforts to secure a competent driver force to meet the needs of the District program
- ☐ Financial information on the Proposer, including ownership information and any outstanding legal issues.
- ☐ Resumes of key management staff; job descriptions; and organization chart.
- ☐ Fleet replacement program
- ☐ Explanation of operating program (Section II. 19. F)
- ☐ Any other information or data the Proposer wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Proposal.
- ☐ Appendix B - Vehicle List and documentation on ability to obtain fleet
- ☐ Financial Information Compliance Form
- ☐ Hold Harmless Agreement
- ☐ Form of Proposal
- ☐ Non-Collusive Bidding Certification
- ☐ Acknowledgement by Proposer
- ☐ All Pages of Documents Included and Initialed
- ☐ All Proposals Properly Signed

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City of Providence – Minority and Women's Business Enterprise Program (12 pages)

I. GENERAL CONDITIONS

All invitations to submit proposals issued by the Providence Public Schools will bind Bidders and successful users to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the Providence Public Schools.

DEFINITIONS

- Addenda"**
- written instruments issued by the District, or its agent, prior to the execution of the Contract which modify or interpret the Request for Proposal Documents by additions, deletions, clarifications, or corrections.
- Bid" or "Proposal"**
- an offer to furnish materials, services, supplies, and/or equipment in accordance with the Request for Proposal, the general conditions, and the specifications. Throughout this document, "Bid" and "Proposal" will be interchangeable.
- Bidder", "Proposer", or "Contractor"**
- any individual, company, or corporation submitting its proposal, and qualified consistent with the "Proposer Qualifications" section of this document.
- Board"**
- the Providence School Board.
- Contract"**
- an agreement duly executed by the District and the Contractor that calls for the transportation of pupils of the District by the Contractor in accordance with all terms, conditions, requirements and specifications in the proposal, for a price to be paid by the District.
- He/she, his/her"**
- When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
- Proposal Documents"**
- Includes the "Notice to Proposers", "Instructions to Proposers", all "Terms, Conditions, Requirements, and Specifications", the "Proposal" forms, all appendices attached hereto, including "Addenda" issued prior to receipt of proposals, and any proposed "Contract Documents".
- School Day"**
- definement of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses return to the terminal after bringing them to their designated stops in the P.M.
- School District", or "District"**
- shall mean the legal designation of Providence Public Schools.
- School Year"**
- The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which


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the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.

"Specification"

- description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.

"Successful Bidder" or "Proposer"

- any Proposer to whom an award is made by the School District.

II. PROPOSALS

PROPOSAL PROCEDURES AND REQUIREMENTS

The date and time of proposal opening will be given in the Notice to Proposers.

All proposals must be submitted on and in accordance with forms provided by the Board and included in this bound document. The proposal sheets are not to be removed from the document. All proposals must include, as a minimum, the required information as detailed in these documents.

Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern. Any proposal not so stated in words and figures may be rejected. All entries must be in either ink or typed. Pencil entries will not be accepted.

Except where specifically noted otherwise, all requested alternates will have a proposal submitted.

No Proposal will be considered which purports to qualify, limit, amend or omit any of the minimum requirements as detailed in the Proposal Documents.

A Proposal shall include the legal name of Proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Proposer who is an out-of-state corporation shall qualify or register to transact business in Rhode Island in accordance with Rhode Island General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, 7-1.1-106. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information.

The Acknowledgement by Proposer form included in this document must be completed and submitted with the Proposal.



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Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Proposal. Upon request of the District, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the District to discuss their proposal, to modify one or more sections of their proposal, or to address such other issues as deemed important by the District.

Proposers will provide, along with the completed Proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all school districts which they have served during the past three years in the State of Rhode Island, and a summary of their experience over at least three years of successfully operating a complex school transportation program equal to or greater in size than the Providence Public Schools program detailed herein. In lieu of organizational experience, staff experience must be demonstrated.

Proposers will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet within the City of Providence. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included. If the proposed site(s) are not currently under the control of the Proposer (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted.

0. In order to provide the required services envisioned in these contracts, Contractors must have sufficient competent, trained driving personnel. Proposers shall submit detailed descriptions of their driver recruitment programs, including typical wage and benefit information. For each district provided as a reference in compliance with Section II. A. 8. above, Proposer shall provide an employment profile including at least the number of daily drivers required, the actual number of drivers employed, a description of targeted recruitment programs, wage and benefit programs, and driver training programs.
1. All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item and Contract, against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.
2. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of proposal.
3. Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
4. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
5. All Proposals received after the time stated in the Notice to Proposers may not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal deposited on time at the place specified. HOWEVER, THE PROVIDENCE SCHOOL BOARD RESERVES THE RIGHT TO WAIVE WHAT

IT DEEMS INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER, AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.

6. The submission of a Proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, regulations and requirements of the State of Rhode Island and the City of Providence, and that the Proposer will fully comply with said rules, regulations and requirements.
7. All Proposals must be sealed. They must be submitted in a plain opaque envelope, or in a sealed opaque box. All Proposals must be addressed to the Board of Contract and Supply, Department of the City Clerk, City Hall, Providence, Rhode Island 02903. The Proposal envelope or label must be clearly marked "School Transportation Proposal". Also the date and time of the Proposal opening as indicated on the Notice to Proposers must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time.

PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

8. Under penalty of perjury the Proposer certifies that:
 - a) The Proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the Request for Proposals, and
 - b) The contents of the Proposal have not been communicated by the Proposer, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith prior to the official opening of the Proposal.
9. Qualifications of Proposers: The work and services described in these proposal documents include the performance of activities directly affecting the safety of the students of the district and the public generally. The District may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract(s), and the Proposer shall furnish the District with all such information for this purpose as the District may request. If, in the sole opinion of the District, the Proposer is not properly qualified or responsible to perform any obligations of the Contract proposal upon, the District reserves the right to reject its Proposal.

The District reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the District may choose to reject any proposal where the Proposer's stated qualifications are such that the District feels that the Proposer may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Proposer must supply information consistent with the detailed requirements described. The Proposer is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Proposer must possess and demonstrate facilities, knowledge and capabilities to satisfy all Rhode Island Department of Transportation rules, regulations, inspection, and vehicle requirements. This includes sufficient facilities within the City of Providence to effectively meet the growing transportation needs, consistent with the detailed requirements provided in these Proposal documents.
- b) Proposer must include a reference list, setting out the names of at least five (5) districts that they have operated, or are operating, with a fleet of at least fifty (50) vehicles. These operations must be "full service" operations where the contractor owns the equipment, supplies all maintenance, drivers, insurance, etc.; and operates one or more maintenance facilities. Proposers will also supply a listing of all Rhode Island districts that they have operated, or are operating. The name and telephone number of each business official or other District liaison must be provided for each district reference listed, along with a description of the type of transportation services provided (i.e. home-to-school; special education; extra-curricular), and the number and size of buses and vans used in the performance of the contract.
- c) A detailed description of the Proposer's driver recruitment program, including specific efforts that will be used to recruit quality personnel in Providence must be provided. Additionally, pursuant to the requirement as shown in Section II.A.10., detail on existing labor levels in referenced contracts must be provided.
- d) Included in the qualifications of the Proposer is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other managers and supervisory staff include assistant manager(s), dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

Please provide a job description for the terminal manager as well as each of the other site managers that will be directly involved in the performance of this contract.

An organizational chart is to be provided showing the relationship of the various management positions within the terminal that will provide services to the District. Please provide an additional organizational chart showing the terminal manager's position within the Proposer's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract.

- e) The Proposer should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers and bus monitors; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs.
- g) The Proposer shall provide its fleet replacement schedule (years and/or mileage) for vehicles in the categories appropriate to the contract(s) being considered by the Proposer. Included in this

section shall be a commitment as to the average age of the fleet that will service the City of Providence throughout the life of this contract. Failure to maintain the stipulated average age during the contract life shall be considered grounds for default as defined under this specification document.

- h) Proposers may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Proposer.


Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on this contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Proposer should submit financial statements of the affiliates, updated interim financial reports, and cross-corporate guarantees indicating that the affiliates and the Proposer will be held financially responsible for the Proposer and his/her operations.

The purpose here is to determine whether the Proposer is clearly in a financial position to take on and operate a bus contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially capable of performing this contract. If the financial statements do not supply that information then the Proposer must include other documents that will provide this proof. The district may have the financial data analyzed by its independent auditor. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this contract, the Board of Education has the right to reject the Proposal.

- i) Information identifying any pending lawsuits as well as any outstanding judgments and liens in which it is involved must be provided with the Proposal.
- j) A description of any bankruptcy filings by the Proposer, any related entities, or principal(s) of the Proposer, within the last seven (7) years. The District reserves the right to reject any Proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the Proposal.
- k) A statement as to whether the Proposer, any related entities, or principal(s) of the Proposer, has ever been denied a Performance Bond. If yes, the Proposer must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be submitted with the Proposal.

2. INTERPRETATION OF PROPOSAL DOCUMENTS

10. No interpretation of the meaning of the specifications or other contract document will be made to any Proposer orally. Every request for such interpretation should be made in writing, addressed to


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Purchasing Supervisor, Providence Public Schools, 797 Westminster Street, Providence, Rhode Island 02903-4045, not later than five (5) days prior to the date fixed for the opening of proposals. Notice of any and all interpretations and any supplemental instructions will be sent to all Proposers of record by the school district in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, by fax with receipt acknowledged, or by electronic mail (email) with receipt acknowledged, and shall become a part of the contract documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her proposal submitted.

III. AWARD

1. The School District will endeavor to make an award within sixty (60) days after the date of the Proposal opening, and all proposals shall remain firm during that time period. The District further reserves the right to make awards following this initial sixty (60) day period to any Proposer who has not provided written notice to the School District Purchasing Office that its proposal has been withdrawn.

The District will evaluate every written proposal submitted and reserves to itself the right to be the sole judge of which proposal best meets the needs of the District. Prior to the award of the contract, and during the course of the contract, the District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer to the District.

- a) The Contract will be awarded for a period of three (3) years, beginning September 1, 2007 for the 2007-2008 school year through August 31, 2010 for the 2009-2010 school year (including summer of 2010), with two (2) option years (2010-2011 and 2011-2012).
- b) Proposers will submit, on the Form of Proposals, their prices for operating the transportation program of the Providence Public Schools for each of the contract years and for each option year. Each price category, and each contract year and option year, must be completed for the contract. The District reserves the right to reject any proposal that is not completed as to any year or price category.

For home-to-school public, private, parochial, summer, and special education services, vehicle prices will be based upon the time that the vehicle is serving the Providence Public Schools, from terminal to last drop off in both the AM and PM. All full day buses shall be based on a five (5) hour day. The length of day shall be determined solely by the District. For any run times that may exceed five hours in a day, the District is requesting prices for an Excess Hourly Rate which will be billed in 15 minute increments rounded to the near quarter hour. The District reserves the right to require documentation and verification on any run where the requested billing exceeds the route time as defined by the District. All routes must be operated in the most efficient manner possible. If the Contractor is utilizing multiple terminal locations within the City of Providence, the terminal closest to the beginning of the run must be used for billing purposes.

Should a bus only be required for either an AM or PM run, payment shall be made for 75% of the base daily rate for that sized vehicle.

For special runs defined as late buses, field trips, and athletics within the City limits, the Proposer shall submit a rate per hour with all trips guaranteed a minimum of two (2) hours. The length of the run shall be determined solely by the District. Any run times that exceed the two hours shall be billed at the same hourly rate with charges rounded to the nearest quarter hour.

For trips outside of the City limits, the Proposer shall submit a rate per hour and all trips shall be guaranteed a minimum of two (2) hours. All times that exceed the two hours shall be billed at the same hourly rate with charges rounded to the nearest quarter hour. Additionally, the Proposer shall submit a rate per mile which will be charged for all miles that exceed 12 miles per trip. Therefore, there would be no mileage charge for the first 12 miles. The mileage rate shall be in addition to the hourly rate.

For after school programs that service District students, the District will provide these services to the Contractor on an exclusive basis with the understanding that all parties providing these after-school services are charged the same rates as charged to the School District under the terms of this contract.

- c) The Contract will be awarded based upon a review by the District of all elements of the Proposal submitted, including mandatory and voluntary categories of information. The District reserves the right to award a contract as determined by the District to be in their best interest.
- d) For the purposes of calculating the contract cost only, the following program profile will be utilized as the basis for calculating the annual cost for each of the three contract years. The prices submitted on the Form of Proposal will be multiplied by the appropriate category on the following program profile for each contract year. The school year will be based upon 180 days. The aggregate total cost of the three years will be considered the proposal cost.

Program Profile for Cost Calculation Purposes Only

Home-to-School, Private/Parochial, Special Education, and Extra-Curricular Contract


REGULAR RUNS WITHIN CITY LIMITS		
PROPOSAL CATEGORY	ESTIMATED NUMBER	CALCULATION BASIS
# of Full-Day Buses		
71 Passenger Buses	131	Daily volume
71 Passenger Buses with A/C	5	Daily volume
71 Passenger Buses with seat belts	2	Daily volume
24 Passenger bus with A/C (Sped)	1	Daily volume
16 Passenger bus with A/C (Sped)	1	Daily volume
5-7 position wheelchair bus with seating for 10 - 16 ambulatory - A/C	11	Daily volume

2 position wheelchair bus with seating for 10 ambulatory – A/C	1	Daily volume
Summer Program		
71 Passenger Buses	29	20 days
71 Passenger Buses with A/C	5	20 days
24 Passenger Bus with A/C	1	20 days
16 Passenger Bus with A/C	1	20 days
5-7 position wheelchair bus with seating for 10 – 16 ambulatory – A/C	1	20 days
Excess Bus Use Hours		
71 Passenger buses	8,000 hours	Annual volume
24 Passenger buses or less	300 hours	Annual volume
SPECIAL TRIPS: PARABUSES, FIELD TRIPS, ATHLETICS		
PROPOSAL CATEGORY	ESTIMATED NUMBER	CALCULATION BASIS
Driver Hours		
71 Passenger Buses	9,000 hours	Annual volume
Wheelchair equipped vehicles	200 hours	Annual volume
TRIPS OUT OF CITY LIMITS		
PROPOSAL CATEGORY	ESTIMATED NUMBER	CALCULATION BASIS
1) Driver Hours	500 hours	Annual volume
2) Miles (in excess of 12/trip)	2,000 miles	Annual volume

2. Once the District receives proposals, District representatives will review each element of the submission. In order to clarify certain elements of a Proposal, or in an effort to modify certain elements in order to better meet the District's needs, the District may meet with one or more Proposers to discuss their Proposals. Any changes to the Proposals that are agreed to by the Proposer will be placed in writing and acknowledged by the Proposer, and will then serve as both a formal modification to the original Proposal and as the basis for any Contract awards.
3. No cash discount may be offered or quoted by any Proposer.

IV. CONTRACT

4. Each proposal will be received with the understanding that its acceptance, in writing, by the School District, approved by the City of Providence, to furnish any or all of the items described shall constitute a Contract between the successful Proposer and the School District. The Contract shall bind the successful Proposer to furnish the labor and material required at the prices and in accordance with the conditions of his/her proposal, or as modified pursuant to Section III.22.
5. The placing in the mail of a notice of award to a successful Proposer, to the address given in the


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proposal, will be considered sufficient notice of acceptance of Contract.

If the successful Proposer fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract or should the successful Proposer fail, or be delinquent (as determined by the Providence School Board of the School District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Proposer will be notified in writing by the District. If within ten (10) days after written notification by Providence Public Schools the Proposer has not taken such measures as will, in the sole and reasonable opinion of the Providence Public Schools, insure the satisfactory progress and performance of the service, then the School District shall have the right to declare the successful Proposer in default and in addition, to any other legal or equitable remedies available to it, the School District, upon declaring the successful Proposer in default may upon written notice to the successful Proposer, take the following action:


- a) Withhold any funds due the successful Proposer under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School District might have against the successful Proposer.
- b) Commence providing the services contracted for with the successful Proposer, either directly or through another contractor.

The successful Proposer shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Proposer, as well as attorney's fees incurred in contracting with another party.

It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the School District.

3. The General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "contract documents" shall include all of the aforesaid together with the Contract itself.
4. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
5. It is understood that the Contract in no way excludes the District from using its own vehicles, or services provided by other school districts, or in any way limits the District from using other contractors in performing similar or other services.

Any Contract awarded hereunder is contingent upon the approval, after review by the City of Providence and Rhode Island Department of Transportation, with respect to technical conformance to said


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requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said authorities with respect to said technical conformance is received by the District.

The Providence Public Schools may terminate this Contract any time by a notice in writing from the Providence Public Schools to the Contractor. If the Contract is terminated by the Providence Public Schools as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

As detailed in the standard Providence City Purchasing contracts, the Providence Public Schools may terminate the Contract pursuant to the provision of these specifications. It should be understood that the implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program, or for "cause" due to violations of the operating requirements consistent with these specifications. The "lack of funding" or "cause" descriptions do not preclude any other rights afforded the City of Providence under the terms as specified in the Specifications or subsequent contract documents.

The Contractor acknowledges, understands and agrees to perform the obligations enumerated under this Contract subject to the provisions of Section 1006(d) of the Providence Home Rule Charter of 1980 which provides that this Contract, or any purchase order for payment on this Contract, shall be void and of no effect and that the City shall be under no obligation hereunder unless there is compliance with Sections 813(b)(3) and 1007(c)(2) of said Charter. Said sections require that prior to entering into this Contract or delivering any purchase order, the Board of Contract and Supply and the City Controller, respectively, shall each have ascertained that there exists a sufficient unexpended and unencumbered balance in funds appropriated and allotted for the purpose to justify the cost thereof.

V. GUARANTEES BY THE SUCCESSFUL PROPOSER

3. The District may at any time by a written order, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.
4. All material, services and workmanship shall be subject to inspection, examination and test by the District. The selection of bureaus, laboratories and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.
5. Vehicles used in performance of this Contract to transport pupils of the District shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or his/her designee.
5. The successful Proposer shall submit a Transition Plan to the School District within ten (10) calendar days after being notified that it will be awarded the contract. Such Transition Plan must be approved by the District prior to any formal award by the Board of Education. It must include, at a minimum, a plan for securing and establishing a facility if the Proposer does not have one within the City of Providence;

hiring of personnel; securing vehicles; installing fuel tanks if required; and the procedures and time lines for the continuation of the existing program. The Transition Plan will contain information of what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. While the School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the successful Proposer.

7. The successful Proposer warrants and guarantees:

- a) That Proposer is financially solvent and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- b) That prior to commencing performance under the Contract, the Proposer shall submit evidence that it has complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Chapter 29, Section 1, et seq (R.I.G.L.). If the successful Proposer is exempt from compliance under the Worker's Compensation Act, an officer of the successful Proposer shall so state by way of sworn Affidavit which shall accompany the signed contract.
- c) That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and School District.
- d) That it will comply with the State Occupational Safety and Health Act ("SOSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises.
- e) That it will comply with all elements of the City's Minority and Women's Business Enterprise Program requirements. Said Program's details are attached to these specifications and are made a part hereof. All forms must be completed and submitted with the Proposal.
- e)
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, country of national origin, age, ancestry or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, country of origin, age, ancestry or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Providence setting forth provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, country of national origin, age, ancestry or disability.
 3. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any

work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- f) That it will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- g) The successful Proposer will comply with any and all other applicable Federal, State, and/or local laws, rules, and regulations.
- h) That if Proposer is an out-of-state corporation it shall qualify or register to transact business in Rhode Island, in accordance with Rhode Island General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, 7-1.1-106.

VI. PAYMENTS

- 3. The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.
- 2. Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- 1. The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the Contractor to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

VII. SAVINGS CLAUSE

- 1. The successful Proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful Proposer and which by exercise of reasonable diligence he/she is unable to prevent.

VIII. SPECIFICATIONS

COPE

These specifications are intended to provide for school bus services for the transportation of students for the Providence Public Schools for the 2007-08 school year and beyond. The 2006-07 transportation program of the School District is defined and described at Appendix "A" annexed to these specifications. Each Proposer must form itself fully as to the conditions relative to the fulfillment of the Contract(s) Proposal. In that regard, all proposers are invited to review, among other things, the routing schedules used in the 2006-07 school year which are on file with the District and available upon request.

Cost per Hour per 16 Passenger Bus Air Conditioning	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT

SPECIAL RUNS - LATE BUSES, FIELD TRIPS, ATHLETICS

1. Driver Hours

During School Year
Within City Limits
All Special Runs Will Be Charged At These Rates
Includes Fuel
Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost per Hour per 16 to 24 Passenger Bus	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost per Hour per Wheelchair Bus	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT

TRIPS OUT OF CITY

Includes Fuel
Driver Cost per Hour - Minimum of two (2) hours
Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost per Mile	\$ 1.78	Amount in Words: ONE DOLLAR AND SEVENTY EIGHT CENTS

-) **GPS system cost** (Alternate 19 A.). Price per day, per vehicle equipped with a GPS tracking system consistent with the requirements of Section 19.A. of the specifications.

Price per day per vehicle: \$ TO BE NEGOTIATED

-) **Camera system cost** (Alternate 19.B.) Price per day, per vehicle equipped with digital camera consistent with the requirements of Section 19.B. of the specifications.

Price per day per vehicle: \$ 5.99

-) If the Proposer is a corporation, is it incorporated in Rhode Island?

☐ Yes ☒ No

If No, it must be authorized to do business in Rhode Island.

-) submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Package

Jc
Proposer's Initials

including the Instructions to Proposers, General Conditions, Proposal Certifications, and Specifications. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

- 0) The Proposer has provided transportation services to the following school districts within the last three (3) years:

Name	Address	Contact Person	Telephone
------	---------	----------------	-----------

PLEASE REFER TO OUR "CUSTOMER LISTS AND REFERENCE LETTERS"

SECTION

(attach additional sheets, if necessary)

- 1) Location(s) of Proposer's maintenance facility(s) in the City of Providence:

AT OUR CURRENT FACILITY LOCATED AT: 3 RIGOM WAY, PROVIDENCE, RI 02909

- 2) Pursuant to Specifications 9.B.2., vehicle list of Contractor must be included with the bid on Appendix B.

- 3) These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract(s) by the District. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the District has the sole discretion to determine the best Proposal(s) to meet the needs of the District.

Very truly yours,

by Jim Castelli JIM CASTELLI

title SR. VICE PRESIDENT

company FIRST STUDENT, INC.

Jc
Proposer's Initials

(NON-COLLUSIVE BIDDING CERTIFICATION)

Form Name: FIRST STUDENT, INC.

Business Address: 3 RIGOM WAY

PROVIDENCE, RI 02909

Telephone No. (401) 943-1880 Date of Proposal: 2/20/07

GENERAL PROPOSAL CERTIFICATION


The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b) A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Providence Public Schools determines that such disclosure was not made for the purpose of restricting competition.

the fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).



Proposer's Initials

ny proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such
it' zation shall be deemed to include the signing and submission of the proposal and the inclusion therein of
e certified as to non-collusion as the act and deed of the corporation.

Signature

Jim Custer

Title

SR. VICE PRESIDENT

Company

FIRST STUDENT, INC.

Jr.

Proposer's Initials

ACKNOWLEDGMENT BY PROPOSER

Individual or Individuals:

DATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

Corporation:

DATE OF 0710 }
COUNTY OF Hamilton } SS.:

On this 31 day of January, 20 07, before me personally appeared Jim Castelli to me known, who, being by me sworn, did say that he resides at (give address) Cincinnati, OHIO; that he is the (give title) Regional Vice President of the (name of corporation) First Student, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name hereto by like order.



MELISSA LUBBERS
Notary Public, State of Ohio
My Commission Expires 06-23-08

Notary Public, State of Ohio

Qualified in Hamilton County

Commission Expires: 6/23/08

Partnership:

DATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

Je.
Proposer's Initials

PROVIDENCE PUBLIC SCHOOLS

797 Westminster Street
Providence, RI 02903-4045

CONTRACT: HOME-TO-SCHOOL; PRIVATE/PAROCHIAL; SPECIAL EDUCATION; EXTRA-CURRICULAR
PROPOSAL DATE: February 20, 2007

NON-PROPOSER'S RESPONSE

Providence Public Schools are interested in the reasons why prospective proposers fail to submit proposals. If you are **NOT** submitting a proposal, please indicate the reason(s) below and return this form to the above address, or to the District's designee, TAS, 3181 Valley Dr., Walworth, NY 14568 or (315) 986-1901 (fax). Failure to do so may result in your firm being removed from advance notice lists of potential bids compiled by the District and/or TAS.

Unable to propose at this time, but would like to receive future notices.

Contract too small/large for our firm (circle one).

Lack of fleet to meet requirements.

Lack of facility to meet requirements.

Unable to meet specifications. Provide detail: _____

Insufficient time allowed for preparation and submission of proposal.

Other reasons: _____

You may remove our name from the bid/proposal list for:

All bids/proposals

This particular service

Remainder of this year

Other: _____

Officer of Company (Signature)

Date

Title

Company Name

Telephone

Fax Number

Address

Email address



Proposer's Initials



MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM

BIDDER INFORMATION AND FORMS:

Contracting Agency: CITY OF PROVIDENCE

Contract Number: STUDENT TRANSPORTATION

Contract Title: PROVIDENCE SCHOOL DEPT./TRANSPORTATION

Pursuant to City Ordinance # 193 Section 21-52 and Rhode Island General Laws (as amended), Sections 37-14, through 37-14.0-8- Minority and Women's business program, minority business enterprise (MBE) and women's business enterprise (WBE) participation goals apply to the contract.

The MBE goal is N/A 10% of total bid
(20% total applied)

The WBE goal is N/A 10% of total bid

Bid Requirements:

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents with the bid:

- (1) MBE and WBE participation Disclosure Forms
- (2) Statement of intent Forms
- (3) MBE/WBE Participation Affidavit
- (4) Information on unsuccessful MBE/WBE contract

Verifying Certification:

Each bidder is responsible for verifying that all MBEs and WBEs that the bidder intends to use on a contract are certified by the Minority Business Enterprise Compliance office. A directory of certified MBEs & WBEs is available from City Hall Room 108. Call (401) 421-7740 Ext. 397. The current MBE/WBE directory is also available at the RI MBE office at One Capitol Hill, 2nd Floor, Providence, RI 02903. Call (401) 222-6670 to verify certification, expiration dates and services that the MBE or WBE is certified to provide.

(NOTE: Companies identified as Portuguese are not included in the City of Providence MBE/WBE Program)

Contract Requirements:

During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract. Before a contract is signed, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

Note: (If a bidder fails to provide the requested information the bidder will be deemed to be unresponsive.)

Waiver Requests:

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates that the bidder has made good faith efforts to comply.

Participation of MBE/WBE:

The total dollar value of a contract with a company certified as both MBE and WBE (M/WBE) may be counted towards either MBE or the WBE goal, but not both. The bidder must choose the goal to which the contract value is applied.

Non-affiliation:

A bidder MAY NOT use an MBE or WBE to meet a contract goal if:

1. The bidder has a financial interest in the MBE or WBE.
2. The bidder has an interest in the ownership or control of the MBE or WBE.
3. The bidder is significantly involved in the operation of the MBE or WBE.

Commercially Useful Function:

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and responsibility to perform manage and supervise.

Subcontracting by MBE or WBE:

A bidder MAY NOT count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's Contracts for the purchase of materials, equipment, or supplies incidental to the performance of services under its agreement with the bidder.

Manufacturers:

A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE manufacturer.

Supplier:

Manufacturers - A bidder may count towards the contract goal 100% of its expenditure to a certified MBE or WBE supplier who manufactured the goods supplied.

Non-Manufacturers - A bidder may count 100% of its expenditure to a certified MBE or WBE supplier who is a wholesaler warehousing the good supplied or who is a manufacturer's representative. (However, only 10% of each contract goal may be attained by expenditure to MBEs or WBEs that are non-manufacturing suppliers.)

Joint Ventures:

A bidder may count toward the contract goals the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture.

Insurance Companies and Travel Agents:

A bidder may count toward the contract goals only 10% of its expenditure to a MBE or WBE insurance company or travel agent.

Financial Institutions:

A bidder may count towards the contract goals only the fees charged and earned by an MBE or WBE company.



MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAMS

MBE AND WBE PARTICIPATION REQUIRED FORMS

Name of Bidder: FIRST STUDENT, INC.

Address: 3 RICOM WAY, PROVIDENCE, RI 02909

Phone Number(s): (401) 943-1880

Contracting Agency: CITY OF PROVIDENCE

Contract (Project Title): STUDENT TRANSPORTATION

PROVIDENCE SCHOOL DEPT. /TRANSPORTATION

Bid Due Date: 2/20/07

Goals: MBE N/A % WBE N/A %

THIS PACKAGE OF MBE AND WBE PARTICIPATION FORMS IS DUE WITH THE BID.

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Olayinka Y. Oredugba, Esq.
MBE/WBE Officer
Human Resources Department
Room 401
25 Dorrance Street
Providence, Rhode Island 02903
(401) 421-7740 Ext. 250
ooredugba@providenceri.com

KEHINDE O. ADEGOKE
MBE / WBE COORDINATOR,
Human Resources Department
MBE-WBE Office (Room 108)
25 Dorrance Street
Providence, Rhode Island 02903
(401) 421-7740 Ext. 397
kadegoke@providenceri.com

(See Note on Page 6.)



Part A:

INSTRUCTIONS:

The instructions clarify the requirements of RIGL §37-14.1. Failure of any Bidder, Contractor or Subcontractor to comply with RIGL §37-14.1 shall be a material breach of contract.

The following Forms are included with this packet:

- Part A: Instructions
- Part B1: MBE Participation Disclosure Form.
- Part B2: WBE Participation Disclosure Form.
- Part C: Prime Contractor's Statement of intent Form -- This statement shall be completely executed for each and every MBE and WBE named in Part E.
- Part D: MBE / WBE Participation Affidavit -- to be completed by Bidder.
- Part E: MBE / WBE Participation Waiver Request Form. If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid. You must also submit "Information on Unsuccessful MBE/WBE Contact" Form.
- Part F: Subcontractor Utilization Form.

ALL FORMS MUST BE INCLUDED AND SUBMITTED ALONG WITH THE BID

A handwritten signature, possibly "Jc", is located in the bottom right corner of the page.



Part B1:

MBE PARTICIPATION DISCLOSURE FORM

Use this form to list Minority Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

- The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name: N/A

Prime Contractor's Address: N/A

Prime Contractor's Phone Number(s): N/A

Contract Number & Title: N/A

MBE SUBCONTRACTORS

Name:	Project Vendor Number	Expiration Date	\$Amount of Subcontract	% of Total Contract
-------	--------------------------	--------------------	----------------------------	------------------------

N/A

Total Dollar Amount of Contract \$ N/A

Total Dollar Amount of MBE Subcontracts \$ N/A

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT N/A %

Form Prepared by:

N/A

Name & Title

Phone

Date

Note: Bidders who fail to supply the above information will be considered
Non -Responsive.

gc.



Part B2:

WBE PARTICIPATION DISCLOSURE FORM

Use this form to list Minority Business Enterprises that you will use to meet the WBE Participation Goal. Please be reminded that:

- The same Subcontractor may not be used to meet both the MBE and WBE goals.

Prime Contractor's Name: N/A

Prime Contractor's Address: N/A

Prime Contractor's Phone Number(s): N/A

Contract Number & Title: N/A

WBE SUBCONTRACTORS

Name:	Project Vendor Number	Expiration Date	\$Amount of Subcontractor	% of Total Contract
-------	--------------------------	--------------------	------------------------------	------------------------

N/A

Total Dollar Amount of Contract \$ N/A

Total Dollar Amount of WBE Subcontracts \$ N/A

TOTAL WBE PERCENTAGE OF ENTIRE CONTRACT N/A %

Form Prepared by:

<u>N/A</u>		
Name & Title	Phone	Date

Note: Bidders who fail to supply the above information will be considered Non-Responsive.



Part C:

MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

Complete a separate Form for each MBE and WBE identified in Part B.

Contract Name and Number: N/A

Name of Prime Contractor: N/A

Prime Contractor's Phone Number(s): N/A

Name of MBE or WBE: N/A

MBE or WBE Certification Number: N/A

Work / Service to be performed by MBE or WBE: (ex: Carpentry and Painting) N/A S

N/A

Materials / Supplies to be furnished by MBE or WBE:

N/A

Subcontract Amount: \$ N/A (If this is a requirements contract, the subcontract dollar amount may be omitted).

Subcontract percentage of total contract: N/A % N/A

The undersigned prime contractor and subcontractor agree to enter into a contract for the work / service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with the City of Providence for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Providence Minority and Women's Business Opportunity Office.

N/A

Signature of Prime Contractor (Required) Printed Name Date

N/A

Signature of MBE or WBE (Required) Printed Name Date

gr



Part D:

MBE/WBE PARTICIPATION AFFIDAVIT

The undersigned authorized representative of contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of N/A 10% and the WBE goal of N/A 10% for contract No./Title N/A with the City of Providence.

My firm will make best efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my company must submit to the Minority and Women's Business Coordinator at MBE/WBE office copies of all executed agreements with the MBE & WBE firm being utilized to achieve the participation goals and other requirements of the RI General Laws. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and any other documentation and reports required by the MBE and WBE Office on a quarterly basis verifying payments to the MBE and WBE finally utilized on the contract.

I understand that if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.

I understand that, if awarded this contract, authorized representatives of the City of Providence may examine, from time to time, the books records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

N/A

Contractor Company Name

Signature

N/A

Address

Print Name and Title

Sworn and subscribed before me this day of in the year

Notary Public

gc

FEB-12-2007 12:27

FIRST STUDENT PROU

4019432770

P.02/03



Part E:

MBE / WBE PARTICIPATION WAIVER REQUEST FORMName of Bidder: First StudentAddress: 3 Ricom Way Providence, RI 02909Phone Number(s): 401-943-1880Contracting Agency: City of Providence / Providence School DepartmentContract Number: STUDENT TRANSPORTATIONBid Due Date: 2/20/2007Goals on this contract: 10 % MBE 10 % WBEI have achieved 0 % MBE 0 % WBEI am requesting a waiver of 10 % MBE 10 % WBEI have contacted MWB Office for assistance ☒ Yes ☐ NoNumber of MBE Firms Contacted: 0 (Attach a list of names)Number of WBE Firms Contacted: 0 (Attach a list of names)

Explain why waiver is being requested:

Checked web site no compaines available

Attach document of your good faith efforts to secure, contact negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs.
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.
- (4) Submit Information on Unsuccessful MBE/WBE Contact form.

REQUEST IS APPROVED. NO MBE/WBE VENDOR IS CURRENTLY AVAILABLE TO PERFORM ON THIS PROJECT.

Kel de W. Adegoke
Signature of Authorized Representative

2-12-07
Date



Part F:

SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT

Prime Contractor's Name: N/A

Contract Title: N/A

Contract Number: N/A

Total Contract Amount: \$ N/A

Provide the following information for EACH AND EVERY Subcontractor, both MBE/WBE and Non-MBE/WBE companies used on this contract. (Duplicate this page, if necessary.)

Name of Subcontractor	Goods or Services Provided on Subcontract
N/A	N/A
Race / ethnicity and sex of subcontractor's owner	Dollar amount of subcontract
N/A	N/A
Dollar amount paid to date	If amount paid is less than subcontract dollar amount, explain why.
N/A	N/A
Name of subcontractor	
N/A	
Name of subcontractor	
N/A	



INFORMATION ON UNSUCCESSFUL MBE/WBE CONTACT

Minority Business Enterprise Requirements

Additional copies of this information form shall be prepared by the prime contractor or General Bidder in the quantity necessary to comply with bidding requirements.

ITEM NO. ON REQUEST FOR EXTENSION:

NAME OF MBE or WBE COMPANY CONTACTED:

Address N/A

Telephone No. N/A

Date of Initial Contact N/A

How was contact made? (Check appropriate answer) telephone N/A in person N/A

Sub-Contractor work offered to this MBE/WBE Company N/A

Result of contact (check appropriate answer) MBE/WBE firm declined job N/A
N/A MBE/WBE firm offered to do job at price of \$ N/A, which was determined by our company to be too high; MBE/WBE company offered to do job at a price of \$ N/A, which was satisfactory, but the MBE/WBE company was judged by our company to be unqualified for the job N/A

Name and Title of the MBE/WBE company officer who can verify above information as to MBE/WBE Company's response N/A

It is certified herewith by the below signed officer of the General Bidder that the above information is accurate and complete.

N/A

Date

N/A

General Contractor

N/A

Authorized Signature

N/A

Business Address

JP

City of Providence

Andre



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 29, 2007

TO: Acting Purchasing Director

SUBJECT: RFP FOR STUDENT TRANSPORTATION-SCHOOL
DEPARTMENT.

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Acting Purchasing Director be authorized to engage First Student, Inc., 3 Ricom Way, Providence, RI 02909, low bidder, for RFP for Student Transportation, as required by the School Department, in a total amount not to exceed Twenty Five Million Five Hundred Thirty Eight Thousand Two Hundred Thirty Nine (\$25,538,239.00) Dollars for 3 years, all in accordance with the offer of said firm submitted February 20, 2007.

<u>2007/2008</u>	<u>2008/2009</u>	<u>2009/2010</u>
\$8,270,604.00	\$8,510,270.00	\$8,757,365.00

cc:Pur.Dir.
Contr.
School (3)
File

CICILLINE
DONNIE W. EVANS, Ed.D.
Superintendent

MARK V. DUNHAM
Chief Financial Officer

Providence Schools

OUR SCHOOLS. OUR FUTURE

PURCHASING

May 15, 2007

FY 2007-2010

The Honorable David N. Cicilline
Chairman, Board of Contract and Supply
City Hall
Providence RI 02903

Dear Mayor Cicilline:

RE: RFP For Student Transportation
BID OPENING: February 20, 2007
RECOMMENDED: First Student, Inc.
3 Ricom Way
Providence, R.I. 02909
AMOUNT: Not To Exceed \$25,538,239.00 for 3 Years

In response to our request for proposal regarding the above-entitled, our Department received the following bids:

	NAME (Low Bidder First)	2007/08	2008/09	2009/10	
1	First Student, Inc.	\$8,270,604.00	\$ 8,510,270.00	\$ 8,757,365.00	Not to exceed \$25,538,239.00/3 yrs.
2.	Durham School Services	\$8,953,341.00	\$ 9,221,992.00	\$9,498,824.00	
3.	Laidlaw Education Services				NO BID

X On the basis of said bids, we recommend the low bidder on Line 1 meeting specs.

On the basis of said bids, we recommend bidder identified on Line. While not apparent low bidder, review of bids reveals that it is in the best interest of the City to reject the low bidder. (Explanation:

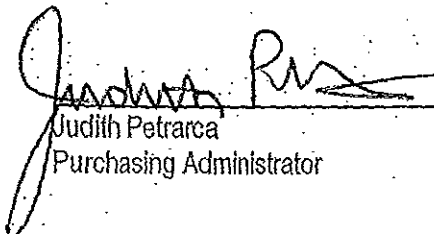
MINORITY PARTICIPATION \$0 0%

Respectfully submitted,

Account Code: 201-2012-52055-General

Amount: Not To Exceed: \$25,538,239.00 FOR 3 Years.

Finance Approval: PTS


Judith Petrarca
Purchasing Administrator

797 Westminster Street • Providence • Rhode Island • 02903-4045 • (401) 456-9264 • Fax (401) 456-9292.

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. The district's mission is to enable every student to discover and develop his or her unique talents and to ensure that each student achieves high standards through the provision of a rigorous and challenging common core curriculum, strong parental and public support and engagement in the educational process, and robust recruitment and retention of the highest quality workforce, by providing leadership, professional development, support and inspiration to all.

Providence School Board
797 Westminster Street
May 14, 2007

11. Provide quarterly and annual reports to the School Board on the progress of the Implementation of the plan.

Providence Public School Department Educational Specifications for new and newly renovated facilities as documented by Dejong Educational Facilities Consultants in June 2006:

- Elementary School - Middle School
- High School - Hybrid facilities

The Board endorses the Phase I projects contained in the December 2006 School Facility Master Plan Scenario B at approximate \$70MM per year. This endorsement is limited to the school buildings. The School Board authorizes the Superintendent to initiate community participation and fact-finding work to determine the appropriate actions in accordance with school department policies and with Board notification.

- ✓ Adelaide High School
- ✓ Central High School
- ✓ Free Standing Athletic Facility
- ✓ Hanley Career & Technical School
- ✓ Nathan Bishop Middle School
- ✓ West Broadway Elementary School
- ✓ New Career & Technical School
- ✓ Mt. Pleasant High School
- ✓ Central/Hanley Gym
- ✓ George West Elementary School
- ✓ Broad Street Elementary School
- ✓ Asa Messer Elementary School and Annex
- ✓ Laurel Hill Elementary School and Annex

Further, the School Board commits the district to developing the following policies regarding facilities planning:

- * FA/FB Facilities Planning and Development: Goals and Priorities
- * FEAA Educational Specifications for Elementary Schools
- * FEAB Educational Specifications for Middle Schools
- * FEAC Educational Specifications for High Schools
- * FEAD Educational Specifications for Hybrid Facilities
- * FBA Facilities Planning Advisory Committees

5-8-07 Transportation Contract

RESOLUTION ADOPTED – Dr. Donnie Evans

The Providence School Department Transportation Committee met on March 27th, 2007 to review the Transportation Survey and the Consultant's Analysis regarding the Student Transportation Contract for School Years 2007-2008 through 2009-2010. After a thorough review of the information available, the committee voted unanimously to recommend approval of the bid submitted by First Student which was \$2,135,918 less than the Durham (\$27,674,157) bid. Both bids were in complete compliance with the specification requirements of the Providence School Department proposal; the cost factor became the important discriminator between the two companies. The recommended vendor is First Student.

Resolved, the Providence School Board approves First Student as the School Department's Student Transportation provider for three years, September 1, 2007 thru August 31, 2010 with two option years September 1, 2010 thru August 31, 2012. This contract becomes effective at end date of the current contract August 31, 2007. Further, the Board authorizes the Superintendent of Schools to forward the recommendation to the City Board of Contract & Supply. Local Funds: First Student Bid \$25,538,239

It should be noted that the transportation program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, number of school days, and student requests. Therefore, the District envisions a proposal based upon a price per vehicle for those number of vehicles necessary to meet the needs of the transportation program.

SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or her/his designee will represent the Providence Public Schools in all matters pertaining to the performance of this Contract.

PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a proposal bond or certified check in the amount of 10% of the Calculated Proposal Amount. The Proposal Bond or certified check will be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or proposal bond shall be retained for use of the City as liquidated damages on account of such default.

INSURANCE

The Contractor will name the District as the named insurer on its or their comprehensive general liability insurance policy and liability protection will be provided for each bus operated pursuant to this Contract in minimum amounts of \$1,000,000 for bodily injury or death of any one person, \$5,000,000 for bodily injury or death of two or more persons in any one occurrence and \$500,000 property damage each occurrence, with excess indemnity coverage over the underlying insurance of \$10,000,000 for each occurrence and \$10,000,000 aggregate annual. The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Said policy or policies shall be primary to any policies of insurance available to the District and shall provide that the District shall receive at least thirty (30) days written notice of cancellation or content change. The Contractor shall hold harmless, defend and indemnify the City of Providence, the City of Providence School Department, its agents, servants, and its employees from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the District by third parties, employees of the District, or employees of the Contractor.

-) The automobile liability insurance shall also cover any liability arising out of the use of hired or non-owned vehicles as might be used incident to the completion of the contract.
-) The policy shall provide a minimum medical payment of \$2,000 per person.
-) The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
-) All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days written notice to the District. It shall further state that a similar thirty (30) days written notice will be given to the District prior to the expiration of the policy if

renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy form itself. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information.

-) The insurance carrier providing coverage under this section must be licensed to provide insurance in Rhode Island, and must be rated in A. M. Best's *Insurance Guide* as an "A" carrier or higher.

In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

-) At the time of the proposal, the Proposer must submit a letter from the insurance company that meets the above criteria stating that the required insurance (including the stipulated coverage levels) will be issued.
-) All policies and certificates of insurance shall name the City of Providence, the City of Providence School Board and the Providence School Department, its agents, servants and employees, as additional insured.

Renewal certificates shall be provided to the City of Providence on an annual basis prior to the expiration of the current policy. Said certificates shall meet all requirements as provided for in these specifications. Failure to provide proper renewal certificates in a timely manner shall be considered a contract default consistent with Section IV.26.

BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed contract by the City of Providence. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District.

PERFORMANCE BOND

The Contractor shall furnish a performance bond equal to 100% of the Contract awarded to guarantee the faithful performance of said Contract. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Rhode Island and must be satisfactory to the attorney for the School District. The performance bond shall be furnished to the District by June 15, 2007, and a renewal bond shall be provided to the District prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. Proof of bondability must be submitted with the proposal.

CONTRACT PAYMENTS

Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. The style and detail on said invoice shall be acceptable to the District. Such payments shall be made monthly on the basis of the number of buses required and used according to these specifications, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional runs. The number of buses paid for are those buses that the supervisor of Transportation, or his/her designee, has approved for daily runs, special runs, or field trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are under the control of the Contractor.

The Contractor shall maintain records during the term of the Contract of the daily services provided to the District on a route by route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

TERM

The term of the Contract shall be for a three (3) year period, beginning July 1, 2007, and ending with the termination of summer service in 2005. The District reserves the right to exercise one or both of the two (2) one-year options, at its sole discretion. Notice of the District's intent to exercise an option shall be provided no later than May 1st of the final contract year or option year.

PHYSICAL EXAMINATIONS

Physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Transportation. All drivers must also comply with any Federal drug and alcohol testing requirements.

CONTRACTOR'S RESPONSIBILITIES

A. Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All drivers and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Transportation, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, and State Department of Transportation regulations.

1. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus, or serve as a terminal staff member, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus who is not physically

and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

2. The services included in these specifications are currently being provided by contracted employees. The Contractor shall provide preferential hiring, for those positions that may exist, to current contracted employees working in the District who so choose to apply for driving positions, and who meet the Contractor's employment requirements. Should the Proposer be awarded the Contract, the District will facilitate any interviews or other procedures to assist the Proposer and interested contracted employees.

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the District or its Superintendent of Schools shall have the right to remove any person. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or to direct that they be replaced, without being limited to considerations of health and driving records.

3. A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools. Said Supervisor also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for City of Providence purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District.

The Manager, and/or appointed assistant managers, are precluded from any bus driver duties or driving any bus. Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 6:00 P.M. when school is in session without prior approval from the Supervisor of Transportation for each incidence.

4. All drivers provided by the Contractor pursuant to the Contract shall be properly dressed.
5. The Contractor must comply with all State, Federal, and local laws and regulations, and Regulations of the Department of Transportation regarding school bus driver employment and bus operation.
6. Each driver performing services pursuant to the Contract shall be involved in all Safety Programs that are or may be required by the laws, rules and regulations of the State of Rhode Island. The Contractor shall employ a qualified full time "Driver Trainer" who will also personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but

route hazards and equipment efficiency. Any Contractor hereunder must comply particularly with the Regulations of the State of Rhode Island as they apply to safety regulations for drivers. At the end of each month, the Contractor shall provide the District a report detailing the routes and drivers that were observed by the Driver Trainer pursuant to the requirements of this section.

7. Each driver performing services pursuant to the Contract must undergo an annual physical examination. Reports thereof shall be transmitted to the District's Superintendent of Schools in writing on the forms prescribed by the District. The costs of such examinations shall be paid by the Contractor.

The District reserves the right to have their doctor examine anyone providing service under this contract. Anyone with, but not limited to, blood pressure or diabetic problems may be examined by the school physician periodically.

All employees of the Contractor will be drug-tested prior to employment and at least annually thereafter. The Contractor will submit proof of drug testing to the Providence Public Schools for each employee prior to their driving buses in its transportation system.

8. All prospective bus operators must have Bureau of Criminal Investigation (BCI). Copies of reports for accepted applicants must be forwarded to the Providence Public Schools' Director of Transportation.
9. The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than 10% of the number of drivers required to meet the specific obligations of the Contract on a regular basis.
10. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students shall be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law.
11. The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads. **Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.**
12. The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No kindergarten children are to be released without supervision. If there is no one to meet the child or if the kindergarten child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.
13. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any

employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision.


14. Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus.
15. Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination.
16. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatcher will maintain contact with the District until the last student is off the last bus and the dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Contractor is required to provide a sufficient number of phone lines to meet the on-going operating needs of the Providence Public School's transportation program. In no event shall this be less than eight (8) phone lines on a hunt (rotation) configuration.
17. The Contractor will have operational a fax machine in the terminal, and internet communications. The Terminal Manager and Dispatcher, at a minimum, shall have email addresses which shall be furnished to the School Department, and which shall be checked periodically throughout the day. In order to facilitate communications between the District and the Contractor, the Contractor shall be able to communicate utilizing Microsoft Word and Microsoft Excel, at a minimum.
18. The Contractor shall maintain a list in its office with at least the following information concerning drivers, which shall be available to the Director of Transportation at all times:

Name of Operators
Address
Date of Operator's License
School Bus Permit No.
Physical exam date

19. In most cases, elementary Providence school buses will have a monitor assigned for all runs. At the time of this proposal, it is envisioned that all bus monitors will be employed by the District.
20. a) Contractors will submit their proposed driver compensation package including a description of all incentive programs and benefits.
b) A certificate of Worker's Compensation Insurance must be on file with the Providence Public Schools at all times during the terms of the Contract.

B. Vehicles

It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the District. All vehicles will have valid Rhode


Proposer's Initials

Island Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place as to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles.

Due to the unique capabilities of certain vehicles, the Contractor must maintain at least one spare of each type of vehicle utilized. Vehicles used in the performance of this Contract shall meet the following criteria and shall include the following features:

- a. The 2006-07 program is being operated with the following buses:

Home-to-school public, private and parochial transportation:

131	71 passenger buses
5	71 passenger buses with air conditioning
2	71 passenger buses with seat belts

Special Education transportation:

1	24 passenger bus with air conditioning
1	16 passenger bus with air conditioning
11	5-7 position wheelchair buses with air conditioning and regular seat availability for 10 to 16 students
1	2 position wheelchair bus with air conditioning and regular seat availability for 10 students

Summer Program for 2006:

29	71 Passenger buses
5	71 Passenger buses with A/C
1	24 Passenger with A/C
1	16 Passenger with A/C
11	5-7 position wheelchair bus with seating for 10-16 ambulatory with A/C

All buses must be car seat and harness ready.

All 71 passenger buses must have a turning radius equivalent to or shorter than the Thomas TC2000 bus.

- b. There shall be no buses used in the performance of this contract over ten (10) years old, and the average age of the buses in use must not exceed 5.5 years (including route and spare buses). Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the chassis year. For example, a 2000 model year bus would be considered seven years old for the 2007-2008 school year. All buses added by the Contractor once the contract is started must be "new" at the time of addition to the fleet, with the exception of any buses designated as a spare vehicle only. Spare vehicles added to the fleet shall be no older than six (6) years and shall have less than 80,000 miles at the time of addition. The average fleet age calculation would be performed at the beginning of each school year unless the

School District determined that the Contractor removed "newer" vehicles during the school year once the average age calculation was performed. Should this blatant violation of the contract occur, the District reserves the right to terminate the contract pursuant to the termination procedures as detailed herein.


The Superintendent reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

- c. Flashing stop arms.
- d. Two-way radios of **at least** 50 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the District have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone) must be provided by the Contractor. All communications devices must be operated pursuant to State regulations.
- e. There must also be available a minimum of 60 car seats that meet or exceed all applicable State and/or Federal requirements, and a minimum of 400 EZ Harness by Respect Industries, or approved equals, at the beginning of each school year. The number of car seats and harnesses must be submitted to the District, and verified, before the start of the school year. Should car seats or harnesses be lost or damaged during the school year due to the negligence of the District or the District employees, the Contractor shall replace the car seat or harness and charge the District for the documented cost of replacement. Given the critical nature of supplying transportation services to students requiring the car seats and/or the harnesses, the Contractor must maintain a sufficient number of car seats and harnesses to have a 10% spare factor available at all times. Should services to students not be provided due to a lack of car seats and/or harnesses, the District reserves the right to assess a non-performance penalty consistent with Section 18. K.
- f. Route numbers shall appear on printed forms on the side windows and rear of bus.
- g. All buses must be equipped with operable GPS tracking devices, and the District Transportation Office must be provided real-time access to this data.

Proposers are required to provide with their Proposal, on Appendix B, the make, model, year, fuel type and seating capacity of each vehicle to be used in fulfilling this Contract. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal.

C. Facilities

shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for vehicles used in the operation of this Contract. Proposers must demonstrate proof of available facilities at time of proposal, including the address in the City of Providence for total storage of equipment, maintenance facilities, fueling, parking, driver facilities, administrative offices, office for District Management Staff (currently four (4)), and a description/location for the school-provided monitors separate from driver facilities. Adequate,



Proposer's Initials

onvenient, and secure parking within the City limits for Providence Public Schools bus monitors must be provided. Bus monitor parking must be paved and well lighted.

User must provide with Proposal a detailed description of the site(s) to be used to fulfill the requirements of this contract. Specific information on the site(s) address, size (buildings and parking), and features must be included. If the site(s) are not currently under the control of the Proposer (as evidenced by ownership or lease documents), sufficient documentation as to options to purchase or lease must be submitted.

D. Fuel

All vehicles provided to the Providence Public Schools under this Contract shall be fully fueled by the Contractor at all times during the school year at no additional cost to the Providence Public Schools.

1. Fuel Adjustment

The Contractor will be reimbursed by the District on an annual basis, at the end of each school year, for the actual cost of fuel that exceeds by 10% or more the stipulated price per gallon for diesel fuel which has been established by the District to be \$1.88 per gallon. A detailed accounting must be maintained by the Contractor that is subject to review by the District at all times.

The fuel adjustment will be calculated by comparing the total gallons used in direct performance of this Contract times the stipulated price per gallon (\$1.88), versus the actual cost incurred by the Contractor as proven by billing records based upon the same number of gallons. If the actual cost exceeds the stipulated cost by 10% or more, the District will pay the Contractor an amount which equals the 10% or greater cost. The cost increase up to 10% is the responsibility of the Contractor. The price per gallon must not include any taxes that would not be payable by the District if the fuel were purchased directly by the District. The District will not be responsible for any "wet fueling" charges due to the lack of a fuel storage system, or any procedural limitations by the Contractor.

The same method of calculation will be utilized to calculate the credit due the District at the end of the school year if the cost of fuel is 10% or greater less than the stipulated cost per gallon.

The amount of fuel furnished will be limited to the amount actually used in the performance of the contract on the basis of 7 miles per gallon for route miles.

2. SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Providence School Board, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb and at no time are pupils to be transported off the public highways, except in compliance with present practice.

1. ROUTE SCHEDULING

- A. Route scheduling will be performed by the District and provided to the Contractor via email. The Providence School Board reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route

changes are to be made by the Contractor, or any driver, without the prior permission of the District. Periodically, the District may request the assistance of the Contractor to evaluate or revise certain routes.

- B. Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No changes in regular trips or sets of trips may be made without approval by the Providence Public Schools or its authorized representative. The District is responsible to supply appropriate passes for pupils authorized to be transported.
- C. Children shall be delivered to their respective schools not earlier than thirty (30) minutes before the scheduled arrival time. Buses shall be in designated parking areas 15 minutes prior to dismissal whenever possible.
- D. The number of days for which transportation will be required is currently one hundred eighty (180) days and, in any case, will be governed by the actual school calendar as adopted by the Providence School Board including the calendars of all other schools for which the District is responsible for furnishing transportation. Should transportation services be required for more than 180 days, a per diem rate shall be paid to the Contractor based upon the appropriate Charge as submitted on the Form of Proposal. Certain District programs, such as Special Education and/or Summer, require transportation during certain school vacations and summer periods. This transportation could entail services up to 230 days per year. Cost for this service shall be at the per diem rate shown on the Form of Proposal. When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Providence School Board declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school.
- E. It is understood that on those days that public schools are closed and the non-public schools are open, the Contractor will be responsible for furnishing any required transportation to those non-public schools. The District will pay for any services provided to non-public schools on days when the public schools are closed, however there will be no incremental costs, or additional fees, charged over and above the bid prices as stipulated in the Form of Proposal.
- F. Each bus used under this Contract will display the proper route designation when on scheduled runs or trips. The route designations will be securely attached to vehicles in locations approved by the School District's Director of Transportation, including both the side and rear windows.
- G. The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.
- H. SCHEDULE VARIATIONS
 - 1. Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor shall also provide:

1.a. District-wide noon dismissals when required.

1.b. Early dismissals as per calendars provided by the District.

1.c. Comparable transportation from all non-public schools covered by this Contract on days when Providence Public Schools has other than regular dismissals.

1.d. Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.

1.e. Comparable transportation for non-public schools on days when public schools are closed for any reason.

1.f. Dismissal as required during January and June examination weeks.

1.g. Dismissal as required during June examination week at the middle and elementary schools of the District as well as any and all non-public schools to which transportation is provided under the Contract.

I. The Contractor will supply mileage, ridership audits and any other additional information deemed necessary by the District.

J. OPERATING CRITERIA

On a day established by the District within one week prior to the first day of service under the Contract, each regular driver will make at least one (1) trial a.m. and p.m. run to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils, and the Contractor shall advise the District of the same. Contractor must provide written verification of this trial run process to the District no later than one week prior to the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times.

No route changes are to be made by the Contractor without the written permission of the District. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for in these specifications.

2. OPERATING MATTERS

A. District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Providence Public Schools as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Providence Public Schools, with the consent of the Contractor. See Appendix D.

B. Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the Department of Transportation regulations. The cost of such instruction shall be paid by the Contractor.

Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the

drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, according to Department of Transportation regulations, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District.

- D. Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.
- E. Contractor's Monthly Reports: The Contractor shall deliver to the District its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline and required activity, rules of regular route bus driver hours, and other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor and the District shall meet prior to September 1st to finalize the information to be contained on this report.
- F. Accidents: In the event of any accident involving the operation of a school bus, the Providence Public Schools, the State Department of Transportation and other appropriate State agencies shall be promptly notified by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation and the Providence Public Schools shall also be prepared by the Contractor and forwarded to the Superintendent.
- G. Rights To Property: As a condition of this Contract, the Contractor agrees to allow Providence Public Schools Administrative personnel on any property connected with the service provided to the School District for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the District, due to inadequate service or poor performance, Dispatch or Management personnel may be supplied by the School District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage facility available for inspection of equipment by school personnel.
- H. Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related contract with another school, district or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes.

I. DISPUTES

e of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the

provision of a Contract Document and provisions of a State or Federal Law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designate before he/she submits her proposal. If the Proposer fails to do so, her/his Proposal will be construed by the Superintendent or her/his designate.

4. BASE PROGRAM PROPOSAL

The Base Program Proposal for the Transportation Contract shall be for a Transportation Program for the 2007-08 school year consisting of regularly scheduled routes similar to those as described in Appendix "A".

5. CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract shall be amended to reflect the change by using the proposal amount noted on the "Form of Proposal". These costs shall be prorated to the extent utilized for the unexpired portion of the school year.

The District must be notified within 10 days of any changes in operating requirements that will result in a change in contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

6. A. COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully with Title IX.

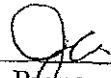
TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

B. COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) comply fully.

7. CONTRACT

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the City of Providence which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the City of Providence. This Contract shall contain a default provision for all Obligations of Contractor contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and/or the Contract within twenty-one days, after she/he has received notice of the acceptance of her/his


Proposer's Initials

proposal, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with her/his bond.

8. NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following terms are hereby agreed upon and shall be deemed damages for breach of this Contract:

- a. If at any time the Contractor does not provide the required number of buses, drivers or monitors necessary for any base proposal programs under the Contract, the Providence School Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater.

The Contractor further agrees that if any bus does not depart at its scheduled departure time from the bus terminal, or arrives later than its scheduled arrival time, the Director of Transportation in his discretion, may require the Contractor to issue a credit. All credits shall be reviewed by the Contractor and District prior to any issuance. The following schedule shall be employed:

Minutes Late
30 or more

Penalty
100% Daily Rate

Buses must also not arrive at school buildings earlier than the time allowed in order to provide adequate supervision for the students, and to protect the students from inclement weather. Therefore, the Providence School Board shall have the right to deduct from its monthly payment the pro-rata cost of the bus that arrives more than 30 minutes prior to the scheduled arrival time.

1. Penalties for early buses, late buses, and/or missed routes will be reported, reviewed, and assessed as follows:
 - a) Daily: The designated school officer at each school will record the bus number, route number, and arrival time of all buses.
 - b) Weekly/Monthly: The report of early or late buses, and/or missed routes, will be reviewed and evaluated by the designated school representative and the representative from the Contractor. The Contractor shall not be penalized for delays or changes to schedules caused by weather or traffic conditions beyond its control. The District and the Contractor will review route times of any delayed runs caused by length and traffic conditions of routes, or early runs that result from decisions made in conjunction with District personnel.

If the Contractor does not supply the necessary spare vehicles to operate the transportation program within

the 30-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.

- C. This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- D. If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Rhode Island, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
- E. In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Providence Public Schools shall have the right to secure such other transportation as may be necessary and charge any incremental cost to the account of the Contractor. The Contractor is responsible for financial liability to District.
- F. Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, a \$50 per missed trip penalty deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, etc.). However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles, and must notify the District at the earliest possible date/time of the potential shortage. No penalty would be charged in this situation. It must be understood that this clause only refers to vehicles and not drivers. The Contractor is expected and required to have a sufficient staff to meet the District's needs.
- G. The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active/functioning radios, or comparable communication devices (i.e. cell phones), and all buses must have operable GPS tracking systems. Additionally, the District requires that all out-of-district buses be equipped with effective communications equipment. A \$50 per day per bus penalty shall be assessed for any vehicle which does not comply with this requirement.
- H. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of this contract, shall result in a penalty of \$50 per day plus the per diem cost of the vehicle.
- I. Drivers are not allowed to modify their routes without prior approval of the District, including but not limited to the use of any unauthorized stop locations. Violation of this provision will result in non-payment for the services provided by the offending driver(s) for the period of the violation.
- J. The District requires that all vehicles, including spare vehicles, have the proper route number sign prominently displayed. Any vehicle that provides services without the proper signage is subject to a daily

penalty of \$50.00.

- K. The District requires that the Contractor maintain a sufficient supply of approved car seats and harnesses. Should transportation services not be supplied due to the lack of an approved car seat or harness, the District reserves the right to assess a per diem penalty of \$100, plus the Contractor will be liable for an incremental costs that the District may incur to transport the student.
- L. The School District shall have the right to terminate the Contract at the end of any school year where the Contractor has failed to meet its obligations under the Contract, as evidenced by non-performance damages pursuant to this Contract, which equal or exceed \$5,000.00 in any Contract year. It is understood and agreed by the Contractor that the assessment of non-performance damages shall be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above penalties will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

As stated, it is not the District's desire to utilize the non-performance damages provisions unless it is deemed necessary. To this end, the District shall accumulate any penalties and delay any assessment to the Contractor unless and until the accumulated penalties reach or exceed \$1,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated penalties. During the term of any accumulation, the District will provide the Contractor notice of penalties assessed and provide the Contractor an opportunity to respond to the District's determination.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements.

19. ALTERNATE

The District has determined certain options that it would like to consider in reviewing the proposals submitted by the Contractor. These options or alternates to the Proposal will be reviewed and their acceptance or rejection by the District will be solely at the discretion of the District.

A. GPS/AVL services

The Proposer shall submit the incremental price per day to integrate the GPS/AVL tracking system with the District's Edulog routing software. The price per day would be added to the base daily rate as shown on the Form of Proposal. Detailed information provided by Edulog will be available at the pre-proposal meeting, or may be requested prior to the meeting by emailing your request to the District's consultant at mwalsh@transportationconsultants.com. It is important to note that all buses are mandated in Section 9.B.1.g. of these specifications to operate a GPS tracking system, and the Contractor is mandated to provide the District with real-time access to this data. This alternate would be for any additional costs associated with the integration to the District's Edulog system.

B. Digital Cameras

The Proposer shall submit a price per day, per vehicle, for supplying digital cameras. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras

Proposer's Initials

to replace any inoperable units. All cameras are to be operated consistent with District policies and guideline, and State regulations and laws. Recordings are to be archived for a minimum of seven (7) days.

The District reserves the right to require extended retention of one or more recordings should events on the vehicle(s) require such storage. Should extended retention be required, the District will place this request to the Contractor in writing. Details on the specific camera system that would be installed in the buses must be submitted with the Proposal. Only those vehicles chosen by the District to have a digital camera installed would incur the incremental charge. The price per day would be added to the base daily rate as shown on the Form of Proposal.

APPENDIX "A"
PROGRAM DESCRIPTION

DESCRIPTION OF 2006-2007 SCHOOL YEAR

The transportation division is responsible for coordinating all the transportation needs for the Providence School System.

The current program consists of the following:

Home-to-School Regular transportation

Home-to-school public, private and parochial transportation:

131	71 passenger buses
5	71 passenger buses with air conditioning
2	71 passenger buses with seat belts

Special Education transportation:

1	24 passenger bus with air conditioning
1	16 passenger bus with air conditioning
11	5-7 position wheelchair buses with air conditioning and regular seat availability for 10 to 16 students
1	2 position wheelchair bus with air conditioning and regular seat availability for 10 students

Summer Transportation (2006)

29	71 Passenger Buses
5	71 Passenger Buses with A/C
1	24 Passenger Bus with A/C
1	16 Passenger Bus with A/C
11	5-7 position wheelchair buses with A/C and seating for 10-16 ambulatory students

All buses must be car seat and harness ready.

All 71 passenger buses must have a turning radius equivalent to or shorter than the Thomas TC2000 bus.

The projected annual mileage for the home-to-school program for the 2006-2007 school year is 1,400,000. Based on historical levels, it is expected that Special Education and private/parochial may require up to 183,000 out of town miles.

The following 5 pages marked as "Appendix A" represent the schools and locations to be transported to as a part of this bid. Additional locations may be necessary due to any late requests that may meet the District requirements. The bell times represent figures for the 2006-07 school year. Changes may be made for future years.

APPENDIX "B"

Pursuant to Specifications 9.B.2., I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Proposer's Name: FIRST STUDENT, INC.

Authorized Signature: *John Coyne*

Make/Model	Year	Seating Capacity	Fuel Type
(24) INTERNATIONAL/FE	2007	71 PASSENGER	DIESEL
(1) INTERNATIONAL	2007	2 W/C/10 CAP.	DIESEL
(21) THOMAS/THOMAS	2005	71 PASSENGER	DIESEL
(9) THOMAS/THOMAS	2003	5 W/C, 24 PASSENGER	DIESEL
(117) THOMAS/THOMAS	2003	71 PASSENGER	DIESEL
(1) GMC/THOMAS	2002	24 PASSENGER	DIESEL
(4) BLUEBIRD/TC	2000	72 PASSENGER	DIESEL
(1) INTERNATIONAL/BB	1999	6 W/C, 25 PASSENGER	DIESEL
(2) INTERNATIONAL/BB	1998	4 W/C, 30 PASSENGER	DIESEL
(1) GMC/MID BUS	1998	2 W/C, 10 PASSENGER	DIESEL
(1) GMC/MID BUS	1998	16 PASSENGER	DIESEL
* 183 TOTAL			

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Proposer, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

APPENDIX "C"
MONTHLY REPORT TO ADMINISTRATION
FOR _____, 200__
(Calendar Year)

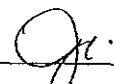
1. # Full Operating Days Scheduled For This Month _____ days
2. # Full Operating Days Actual For This Month _____ days
3. # Full Operating Days Remaining - Year-To-Date _____ days
4. # Full Operating Days Actual - Year-To-Date _____ days

- | Home to School Mileage: | <u>Monthly</u> | <u>Year-to-Date</u> |
|---------------------------|----------------|---------------------|
| a. Regular Runs | _____ | _____ |
| b. Disabled/Spec Ed | _____ | _____ |
| c. Private/Parochial | _____ | _____ |
| d. Late Runs | _____ | _____ |
| e. Other (describe) _____ | _____ | _____ |
| f. Total Home-To-School | _____ | _____ |

- | Special Runs Mileage: | <u>Monthly</u> | <u>Year-to-Date</u> |
|---------------------------|----------------|---------------------|
| a. Sports | _____ | _____ |
| b. Special Trips | _____ | _____ |
| c. Field Trips | _____ | _____ |
| d. Other (describe) _____ | _____ | _____ |
| e. Total | _____ | _____ |


- | Hours - Special Runs: | <u>Monthly</u> | <u>Year-to-Date</u> |
|---------------------------|----------------|---------------------|
| a. Sports | _____ | _____ |
| b. Special Trips | _____ | _____ |
| c. Field Trips | _____ | _____ |
| d. Other (describe) _____ | _____ | _____ |
| e. Total | _____ | _____ |

5. Accident Information
 Please describe any incidents including driver, bus number, cost, explanation: _____
- _____
- _____
- _____

 _____
 Proposer's Initials

Safety and training activity - please describe: _____

l. Operating changes new this month (new routes, policies, procedures, etc.): _____

  Proposer's Initials

THIS FORM MUST BE SIGNED AND NOTARIZED ===== SUBMIT WITH PROPOSAL =====

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY PROVIDENCE PUBLIC SCHOOLS, PROVIDENCE SCHOOL DISTRICT BOARD OF EDUCATION, CITY OF PROVIDENCE, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE PROVIDENCE PUBLIC SCHOOL DISTRICT OR CITY OF PROVIDENCE FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE PROVIDENCE SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;
- B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT;
- C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE PROVIDENCE SCHOOL DISTRICT, THE PROVIDENCE SCHOOL DISTRICT BOARD OF EDUCATION, THE CITY OF PROVIDENCE, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE PROVIDENCE SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE PROVIDENCE PUBLIC SCHOOLS, PROVIDENCE SCHOOLS BOARD OF EDUCATION, THE CITY OF PROVIDENCE, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PROVIDENCE SCHOOL DISTRICT ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE PROVIDENCE PUBLIC SCHOOLS, PROVIDENCE SCHOOLS BOARD OF EDUCATION, THE CITY OF PROVIDENCE, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PROVIDENCE PUBLIC SCHOOLS ARISING OUT OF ANY SUCH CLAIM OR DEMAND.


THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE PROVIDENCE PUBLIC SCHOOLS, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

Signature  Date FEBRUARY 15, 2007

Sworn to before me this 15 day of FEBRUARY, 2007.

 JEANNE M. PARMENTER
(NOTARY PUBLIC)

 Proposer's Initials

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Article II, Section B, subsections h), i), j), and k) of the Providence Public Schools transportation proposal, dated February 20, 2007, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District's request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided. ☒ YES ☐ NO
If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens. (PLEASE SEE ATTACHED LITIGATION STATEMENT)

Initials: _____

- c. Information on any bankruptcy filings has been submitted. YES ☐ NO ☐ If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: gc.

- d. Information on any denials of Performance Bonds has been submitted. YES ☐ NO ☐ If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: gc.

Signature: 

Name: JIM CASTELLI

Title: SR. VICE PRESIDENT

Company: FIRST STUDENT, INC.

Date: 2/15/07



**STUDENT TRANSPORTATION BID
FORM OF PROPOSAL
FEBRUARY 20, 2007**

BOARD OF CONTRACT AND SUPPLY
DEPARTMENT OF THE CITY CLERK
CITY OF PROVIDENCE
ROOM 311, CITY HALL
PROVIDENCE, RI 02903

BASE PRICE

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE PROVIDENCE PUBLIC SCHOOLS, 797 WESTMINSTER STREET, PROVIDENCE, RHODE ISLAND, THE UNDERSIGNED:

JIM CASTELLI, SR. VICE PRESIDENT FOR FIRST STUDENT INC

CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO PROPOSERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS:

BASE PRICE

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE PROVIDENCE PUBLIC SCHOOLS AS SPECIFIED.

HOME-TO-SCHOOL, PRIVATE/PAROCHIAL, SPECIAL EDUCATION, and EXTRA-CURRICULAR TRANSPORTATION PROPOSAL:

PERIOD FROM SEPTEMBER 1, 2007 THROUGH AUGUST 31, 2008

REGULAR RUNS WITHIN CITY LIMITS

1. Full Day School Bus

- ☐ Includes fuel and driver labor
☒ Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$ 262.88	Amount in Words: TWO HUNDRED SIXTY-TWO AND EIGHTY EIGHT CENTS
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$ 262.88	Amount in Words: TWO HUNDRED SIXTY-TWO AND EIGHTY EIGHT CENTS
Cost per School Day per 71 Passenger Bus with seat belts	\$ 262.88	Amount in Words: TWO HUNDRED SIXTY-TWO AND EIGHTY EIGHT CENTS
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$ 262.88	Amount in Words: TWO HUNDRED SIXTY-TWO AND EIGHTY EIGHT CENTS
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$ 262.88	Amount in Words: TWO HUNDRED SIXTY-TWO AND EIGHTY EIGHT CENTS
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 15 ambulatory students, with Air Conditioning	\$ 262.88	Amount in Words: TWO HUNDRED SIXTY-TWO AND EIGHTY EIGHT CENTS



Proposer's Initials

Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 latory students, with Air ditioning	\$ 262.88	Amount in Words: TWO HUNDRED SIXTY-TWO AND EIGHTY EIGHT CENTS
--	-----------	--

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

Includes fuel and driver labor

Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.

Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Hour per 71 Passenger Bus with seat belts	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS

SPECIAL RUNS - AMTBUSES, FIELD TRIPS, ATHLETICS

1. Driver Hours

During School Year

Within City Limits

All Special Runs Will Be Charged At These Rates

Includes Fuel

Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Hour per 16 to 24 Passenger Bus	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Hour per Wheelchair Bus	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS

TRIPS OUT OF CITY

Includes Fuel

Driver Cost per Hour - Minimum of two (2) hours

Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$ 46.00	Amount in Words: FORTY-SIX DOLLARS
Cost per Mile	\$ 1.55	Amount in Words: ONE DOLLAR AND FIFTY-FIVE CENTS

2. PERIOD FROM SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2009

REGULAR RUNS WITHIN CITY LIMITS

1. Full Day School Bus

Includes fuel and driver labor

Based upon five (5) hours per day.

2.90%

Cost per School Day per 71 Passenger Bus	\$ 270.50	Amount in Words: TWO HUNDRED AND SEVENTY AND FIFTY CENTS
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$ 270.50	Amount in Words: TWO HUNDRED AND SEVENTY AND FIFTY CENTS
Cost per School Day per 71 Passenger Bus with seat belts	\$ 270.50	Amount in Words: TWO HUNDRED AND SEVENTY AND FIFTY CENTS
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$ 270.50	Amount in Words: TWO HUNDRED AND SEVENTY AND FIFTY CENTS
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$ 270.50	Amount in Words: TWO HUNDRED AND SEVENTY AND FIFTY CENTS
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 270.50	Amount in Words: TWO HUNDRED AND SEVENTY AND FIFTY CENTS
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 270.50	Amount in Words: TWO HUNDRED AND SEVENTY AND FIFTY CENTS

Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

Includes fuel and driver labor

Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.

Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Hour per 71 Passenger Bus with seat belts	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE

SPECIAL RUNS, LATE BUSES, FIELD TRIPS, ATHLETICS


Proposer's Initials

1. Driver Hours

During School Year

Within City Limits

All Special Runs Will Be Charged At These Rates

Includes Fuel

Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Hour per 16 to 24 Passenger Bus	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Hour per Wheelchair Bus	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE

TRIPS OUT OF CITY

Includes Fuel

Driver Cost per Hour - Minimum of two (2) hours

Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$ 47.33	Amount in Words: FORTY-SEVEN DOLLARS AND THIRTY THREE
Cost per Mile	\$ 1.59	Amount in Words: ONE DOLLAR AND FIFTY NINE CENTS

PERIOD FROM SEPTEMBER 1, 2009 THROUGH AUGUST 31, 2010

REGULAR RUNS WITHIN CITY LIMITS**1. Full Day School Bus**

Includes fuel and driver labor

Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$ 278.35	Amount in Words: TWO HUNDRED SEVENTY-EIGHT AND THIRTY FIVE
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$ 278.35	Amount in Words: TWO HUNDRED SEVENTY-EIGHT AND THIRTY-FIVE
Cost per School Day per 71 Passenger Bus with seat belts	\$ 278.35	Amount in Words: TWO HUNDRED SEVENTY-EIGHT AND THIRTY-FIVE
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$ 278.35	Amount in Words: TWO HUNDRED SEVENTY-EIGHT AND THIRTY-FIVE
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$ 278.35	Amount in Words: TWO HUNDRED SEVENTY-EIGHT AND THIRTY FIVE
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 278.35	Amount in Words: TWO HUNDRED SEVENTY-EIGHT AND THIRTY-FIVE
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 278.35	Amount in Words: TWO HUNDRED SEVENTY-EIGHT AND THIRTY FIVE

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

Includes fuel and driver labor

Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.

Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Hour per 71 Passenger Bus with seat belts	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Hour per 5-7 Position wheelchair Bus with Seating for 10 to 15 ambulatory students, with Air Conditioning	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost Per Hour per 2 Position wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE

SPECIAL RUNS - LATE BUSES, FIELD TRIPS, ATHLETICS

Driver Hours

During School Year

Within City Limits

All Special Runs Will Be Charged At These Rates

Includes Fuel

Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Hour per 16 to 24 Passenger Bus	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Hour per Wheelchair Bus	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE

TRIPS OUT OF CITY

Includes Fuel

Driver Cost per Hour - Minimum of two (2) hours

Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$ 48.71	Amount in Words: FORTY-EIGHT DOLLARS AND SEVENTY-ONE
Cost per Mile	\$ 1.64	Amount in Words: ONE DOLLAR AND SIXTY-FOUR CENTS

4) OPTIONAL YEAR 1 - PERIOD FROM SEPTEMBER 1, 2010 THROUGH AUGUST 31, 2011


REGULAR RUNS WITHIN CITY LIMITS

Full Day School Bus

Includes fuel and driver labor

Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$ 289.48	Amount in Words: TWO HUNDRED EIGHTY-NINE AND FORTY-EIGHT
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 Proposer's Initials

Cost per School Day per 71 Passenger Bus with Air Conditioning	\$ 289.48	Amount in Words: TWO HUNDRED EIGHTY-NINE AND FORTY-EIGHT
Cost per School Day per 71 Passenger Bus with seat belts	\$ 289.48	Amount in Words: TWO HUNDRED EIGHTY-NINE AND FORTY-EIGHT
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$ 289.48	Amount in Words: TWO HUNDRED EIGHTY-NINE AND FORTY-EIGHT
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$ 289.48	Amount in Words: TWO HUNDRED EIGHTY-NINE AND FORTY-EIGHT
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 289.48	Amount in Words: TWO HUNDRED EIGHTY-NINE AND FORTY-EIGHT
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 289.48	Amount in Words: TWO HUNDRED EIGHTY-NINE AND FORTY-EIGHT

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

Includes fuel and driver labor

Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.

Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost per Hour per 71 Passenger Bus with seat belts	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS

SPECIAL RUNS: PLATE BUSES, FIELD TRIPS, ATHLETICS

1. Driver Hours

During School Year

Within City Limits

All Special Runs Will Be Charged At These Rates

Includes Fuel

Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost per Hour per 16 to 24 Passenger Bus	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS

Proposer's Initials

Cost per Hour per Wheelchair Bus	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
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TRIPS OUT OF CITY

Includes Fuel

Driver Cost per Hour - Minimum of two (2) hours

Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$ 50.65	Amount in Words: FIFTY DOLLARS AND SIXTY-FIVE CENTS
Cost per Mile	\$ 1.71	Amount in Words: ONE DOLLAR AND SEVENTY-ONE CENTS

OPTION YEAR 2 - PERIOD FROM SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2012

REGULAR RUNS WITHIN CITY LIMITS

1. Full Day School Bus

Includes fuel and driver labor

Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$ 301.06	Amount in Words: THREE HUNDRED AND ONE DOLLAR AND SIX CENTS
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$ 301.06	Amount in Words: THREE HUNDRED AND ONE DOLLAR AND SIX CENTS
Cost per School Day per 71 Passenger Bus with seat belts	\$ 301.06	Amount in Words: THREE HUNDRED AND ONE DOLLAR AND SIX CENTS
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$ 301.06	Amount in Words: THREE HUNDRED AND ONE DOLLAR AND SIX CENTS
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$ 301.06	Amount in Words: THREE HUNDRED AND ONE DOLLAR AND SIX CENTS
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$ 301.06	Amount in Words: THREE HUNDRED AND ONE DOLLAR AND SIX CENTS
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$ 301.06	Amount in Words: THREE HUNDRED AND ONE DOLLAR AND SIX CENTS

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

Includes fuel and driver labor

Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.

Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost per Hour per 71 Passenger Bus with seat belts	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$ 52.68	Amount in Words: FIFTY-TWO DOLLARS AND SIXTY EIGHT

J.

Proposer's Initials